



City of Carmel

CARMEL BOARD OF PUBLIC WORKS MEETING AGENDA

WEDNESDAY, MAY 6, 2026 - 10:00 AM
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

1. MEETING CALLED TO ORDER

2. MINUTES

- a. **Minutes from the April 15, 2026, Regular Meeting**
- b. **Minutes from the April 27, 2026, Special Meeting**

3. BID OPENINGS AND AWARDS

- a. **Bid Award for 2026 Vehicle Accessories and Equipment;** Chief Drake Sterling, Carmel Police Department

4. CONTRACTS

- a. **Request for Affiliation Agreement between Carmel Fire Department and Carmel Clay Schools; Emergency Medical Services Clinical;** Chief Joel Thacker, Carmel Fire Department
- b. **Request for Affiliation Agreement between Carmel Fire Department and Hamilton Southeastern Schools; Emergency Medical Services Clinical;** Chief Joel Thacker, Carmel Fire Department
- c. **Request for Purchase of Goods and Services; Macqueen Equipment, LLC; (\$5,041,750.00); 2 Pumpers and 1 Tiller; Additional Services Amendment #3;** Chief Joel Thacker, Carmel Fire Department
- d. **Request for Purchase of Goods and Services; Waymire A.P.S.; (\$196,395.41); Vehicle Equipment;** Chief Drake Sterling, Carmel Police Department
- e. **Request for Ground Lease; Martin Marietta Materials, Inc.; (\$10.00); Hazel Dell Parkway;** Nick Weber, Chief of Staff
- f. **Request for Purchase of Goods and Services; Calumet Civil Contractors Inc; (- \$58,059.35); 21-SW-03-Carmel Orchard Park Drainage Improvements; CO#1;** Bradley Pease, Director of Engineering
- g. **Request for Professional Services; CrossRoad Engineers, P.C.; (\$100,400.00); 22-ENG-**

11-141st Street Path Inspection; Additional Services Amendment #4a; Bradley Pease, Director of Engineering

- h. **Request for Local Roads and Bridges Matching Grant Agreement; INDOT; (\$1,000,000.00); 2026 Community Crossings Matching Grant Fund Program;** Bradley Pease, Director of Engineering
- i. **Request for Professional Services; Schmidt Associates, Inc.; (\$70,000.00); Station #44 HVAC - Design Fees & Project Management; Additional Services Amendment;** Zac Jackson, Chief Financial Officer
- j. **Request for Professional Services; Schmidt Associates, Inc.; (\$100,000.00); Continued Maintenance/Capital Planning 2026- Phase 2; Additional Services Amendment;** Zac Jackson, Chief Financial Officer
- k. **Request for Amendment to Agreement; Thomas A. Brady Sports Medicine, P.C. d/b/a Fortē Sports Medicine and Orthopedics; Sports Medicine and Athletic Training Services;** Nicole Murphy, Director of Human Resources
- l. **Request for Purchase of Goods and Services; Catbun Studios; (\$82,272.00); Statue Maintenance; Additional Services Amendment;** Matt Higginbotham, Street Commissioner
- m. **Request for Purchase of Goods and Services; A.B. Young Company, Inc.; (\$142,859.00); Purchase of Burners;** Lane Young, Director of Utilities
- n. **Request for Purchase of Goods and Services; Blue Tank & Pump, LLC; (\$53,064.99); 126th Street Bypass Proposal; Additional Services Amendment #1;** Lane Young, Director of Utilities
- o. **Request for Purchase of Goods and Services; Insituform Technologies USA, LLC; (\$573,296.00); Cook Creek Interceptor West 36-Inch CIPP Proposal; Additional Services Amendment #1;** Lane Young, Director of Utilities
- p. **Request for Purchase of Goods and Services; Nugent, Inc. d/b/a Utility Supply Company; (\$102,993.51); North End Phase 2;** Lane Young, Lane Young, Director of Utilities
- q. **Request for Purchase of Goods and Services; P1 Mechanical, Inc.; (\$118,555.00); Installation of Equipment on Existing Boilers;** Lane Young, Director of Utilities

5. REQUEST TO USE CITY STREETS/PROPERTY

- a. **Request to Use Allied Solutions East Patio; Special Request to Use Electricity; Rehearsal October 1, 2026 (4:30 PM to 5:00 PM); Hotel Carmichael Wedding; October 2, 2026; 2:00 PM to 7:00 PM;** Sarah Salinas, Hotel Carmichael
- b. **Request to Use/Close City Streets; Special Request to Use Electricity; Americana on**

Main; June 11, June 18, June 25, and July 2, 2026; 12:00 PM to 7:00 PM; Tierra Bush, City of Carmel

- c. **Request to Use Carter Green and Use/Close City Streets; Festival of Racing; June 16, 2026; 12:00 PM to 9:00 PM;** Mysti Ritcher, Racing America
- d. **Request to Use Civic Square Gazebo and Lawn; International Day of Yoga; June 21, 2026; 7:00 AM to 12:00 PM;** Parool Patel, Namaste Carmel
- e. **Request to Use Midtown Plaza; Carmel Runners Club Kick Off Event; July 18 2026; 7:00 AM to 11:00 AM;** Gabby Behr, Carmel Runners Club
- f. **Request to Use Civic Square Gazebo and Lawn; (Originally Approved March 18, 2026, Rain Date Amendment); Vaisakhi Festival; May 17, 2026; 9:00 AM to 6:00 PM;** Awasari Kaur
- g. **Request to Use/Close City Streets; Inaugural VQ Labs & Freewheelin Community Ride; August 15, 2026; 6:00 AM to 2:00 PM;** Jeremy Wilson, VQ Labs/Freewheelin
- h. **Request to Use City Hall Council Chambers; Special Request to Use Electricity; Indiana Family Institute's Hoosier Learning Series; August 27, 2026; 8:00 AM to 5:00 PM;** Birjan Crispin, Indiana Family Institute
- i. **Request to Use Midtown Plaza and Use/Close City Streets; Special Request to Use Electricity; The Arts in Autumn; October 17, 2026; 9:00 AM to 9:00 PM;** Kenna Dishmond, City of Carmel

6. OTHER

- a. **Request for Consent to Encroach; 10469 Roxley Bend;** Property Owners
- b. **Request for Consent to Encroach; 10343 Windemere Blvd;** Property Owners
- c. **Request for Grant of Drainage Easement; 431 1st Ave NE;** Property Owners
- d. **Request for Dedication and Deed of Public Right of Way; 310 1st Ave NE;** Property Owners
- e. **Request for Dedication and Deed of Public Right of Way; 425 1st Ave NE;** Property Owners
- f. **Request for Dedication and Deed of Public Right of Way; 431 1st Ave NE;** Property Owners
- g. **Request for Aerial Waiver of BPW Resolution NO. 04-28-17-01; Pole Replacements at Various Locations;** Duke Energy

7. ADD-ONS AND DEPARTMENT DIRECTOR COMMENTS

8. ADJOURNMENT

Board of Public Works Members

**Laura Campbell,
Presiding Officer**

Appointed by Mayor Finkam
Term January 17, 2024,
Until a Successor is Appointed

Alan Potasnik

Appointed by Mayor Finkam
Term January 17, 2024,
Until a Successor is Appointed

James Barlow

Appointed by Mayor Finkam
Term August 27, 2025,
Until a Successor is Appointed

Next Meeting: May 20, 2026



City of Carmel

CARMEL BOARD OF PUBLIC WORKS MEETING MINUTES

WEDNESDAY, APRIL 15, 2026 - 10:00 AM
COUNCIL CHAMBERS/CITY HALL/ONE CIVIC SQUARE

MEETING CALLED TO ORDER

Chairwoman Campbell called the meeting to order at 10:00 am.

MINUTES

Minutes from the April 1, 2026, Regular Meeting. Board Member Barlow moved to approve. Board Member Potasnik seconded. Minutes Approved 3-0.

BID OPENINGS AND AWARDS

Bid Opening for 2026 Vehicle Accessories and Equipment; Board Member Potasnik unsealed the bids and read them aloud;

<u>Vendors</u>	<u>Bid Amount</u>
Waymire Fleet Equipment	\$196,395.41
Blunk Safety Systems Inc.	\$196,997.4469
Mover Over Outfitters	\$230,270.47
Ray O'Herron Company, Inc.	\$230,703.00

Bid Opening for 26-STR-03 Additional Paving; Board Member Potasnik unsealed the bids and read them aloud:

<u>Vendors</u>	<u>Bid Amount</u>
Howard Companies	\$2,377,880.035
Calumet Civil Contractors Inc.	\$2,492,481.435
E&B Paving, LLC	\$2,532,845.5225
Milestone Contractors, L.P.	\$2,968,311.4475

Bid Opening for 106th and Westfield Water Main Extension; Board Member Potasnik unsealed the bids and read them aloud;

<u>Vendors</u>	<u>Bid Amount</u>
Calumet Civil Contrators Inc.	\$233,000.00
Daystar Driling	\$297,585.00
Kindred Excavating Group	\$634,455.00
F.A Willhelm Construction Co. Inc.	\$706,700.00

Qualifications Award for Comprehensive Safety Action Plan—Safe Streets and Roads; Brad Pease, Director of Engineering, recommended awarding the qualifications to American Structure Point, Inc. for \$280,000.00, as they were the lowest and most responsive. Board Member Barlow moved to approve. Board Member Potasnik seconded. Qualification Approved 3-0.

CONTRACTS

Request for Purchase of Goods and Services; Pyrotecnico Fireworks, Inc.; (\$79,500.00); **2026 Fireworks Display; Additional Services Amendment;** Board Member Barlow moved to approve. Board Member Potasnik seconded. Request Approved 3-0.

REQUEST TO USE CITY STREETS/PROPERTY

Board Member Potasnik briefly speaks, stating that there is a 60-day requirement for facility requests, and we are still getting requests within that 60 days, but they don't meet the requirements. The Board states they had concerns with a few of the requests, specifically item 5d.

Beth Hoskins, Marketing and Communications, briefly speaks, that the Mayor feels some of these events would be good for the optics of the city, and when they submit the request, we tell them to please put their request in next time at least 60 days prior. We get all these requests, and they go through review with all the departments. The Departments have a week to review; if they don't respond, I make a note. Board Member Potasnik asks whether we can turn down these requests if they haven't been fully approved. Beth says yes, we can say no. We do include the date the request was submitted to the Board, and sometimes the request comes on time; we just might be waiting for the department approvals before it is brought to the board. Beth states that we have denied requests that have come in after the 60-day mark, but the Mayor feels some of these requests would be good for the city.

Board Member Potasnik asked about the fireworks request from the last meeting and wondered how it got to the board if it is outside the city ordinance. Beth Hoskins states that this item was approved because it was on private property and had been approved previously. We do know going forward that those will not come to the board when they are outside the city ordinance.

Request to Use Midtown Plaza and Use/Close City Streets; Java House x ECR; April 24, 2026; 4:00 PM to 7:30 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 3-0.

Request to Use Midtown Plaza; Special Request to Use Electricity; Coffee on the Monon; May 1, 2026; 7:00 AM to 10:00 AM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

Request to Use Civic Square Gazebo and Lawn; Special Request to Use Restrooms; Girl Scout Outreach Program; May 2, 2026; 12:00 PM to 3:00 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

Request to Use Midtown Plaza; Arrow McLaren Kick Off; May 4, 2026; 2:00 PM to 11:00 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

Request to Use Civic Square Gazebo and Lawn; Special Request to Use Fountain Restroom; Fallen Officers Memorial; May 6, 2026; 12:00 PM to 8:00 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

Request to Use Civic Square Gazebo and Lawn; Special Request to Use Electricity; Get Moving in May; May 8, 2026; 10:00 AM to 12:00 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

Request to Use Gazebo, Monon Trail, and Anthony's Plaza; Get Moving in May - Walk with the Mayor; May 29, 2026; 2:00 PM to 4:00 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

Request to Use City Streets; (Amendment to Approved Application; Originally Approved March 4, 2026); Baaret Wedding March; June 19, 2026; 8:00 AM to 1:00 PM; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

OTHER

Request for Stormwater Technical Standards Waiver; Smoky Row Elementary, 900 W 136th Street; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

Request for Grant of Stormwater Quality Management Easement; Private Pond, 4455 W 126th Street; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

Request for Stormwater Technical Standards Waiver; Gramercy Parcels E & F - Golfview Drive & Kinzer Avenue; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3-0.

105 *Request for Consent to Encroach; 13133 Brooks Landing Place; Board Member Potasnik*
106 *moved to approve. Board Member Barlow seconded. Request approved 3-0.*

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108 **ADD-ONS AND DEPARTMENT DIRECTOR COMMENTS**

109 *Board Member Potasnik moved to add an item as an Add-On. Board Member*
110 *Barlow seconded. Add-On Approved 3-0.*

111 ***Bid Award for 106th and Westfield Water Main Extension;*** Lane Young, Director of
112 *Utilities, recommended awarding the bid to Calumet Civil Contractors Inc.*
113 *for \$233,000.00, as they were the lowest and most responsive. Board Member*
114 *Potasnik moved to approve. Board Member Barlow seconded. Bid approved 3-0. Board*
115 *Member Potasnik moved to approve. Board Member Barlow seconded. Bid Award*
116 *Approved 3-0.*

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118 *Board Member Potasnik moved to add an item as an Add-On. Board Member*
119 *Barlow seconded. Add-On Approved 3-0.*

120 ***Request for Authorization for Zac Jackson to Execute Contract;*** Board Member
121 *Potasnik moved to approve. Board Member Barlow seconded. Request Approved 3.0.*

122 *Board Member Potasnik moved to add an item as an Add-On. Board Member*
123 *Barlow seconded. Add-On Approved 3-0.*

124 ***Request to Use/Close City Streets; Special Request to Use Electricity Carmel***
125 ***Marathon; Rain Day Amendment; May 31, 2026; 8:00 AM to 5:00 PM;*** Jay Druba,
126 *Full Circle Events, briefly speaks that the Carmel Marathon is scheduled for this*
127 *Saturday, and due to the severe weather, we will have to cancel and would like to*
128 *request a new date. We don't want to put anyone in a dangerous position due to the*
129 *weather. We have talked to all the departments, and they all seem to be on board with*
130 *the requested new date. Next year, we will add an alternative date so we don't have to*
131 *do an emergency request. Board Member Barlow moved to approve. Board Member*
132 *Potasnik seconded. Request Approved 3-0.*

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134 *Board Member Barlow moved to add an item as an Add-On. Board Member Potasnik*
135 *seconded. Add-On Approved 3-0.*

136 ***Request for Consulting Contract; American Structurepoint, Inc.; (\$280,000.00);***
137 ***Carmel Comprehensive Safety Action Plan;*** Board Member Potasnik moved to approve.
138 *Board Member Barlow seconded. Request Approved 3-0.*

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ADJOURNMENT

Chairwoman Campbell adjourned the meeting at 10:28 am.

APPROVED:

Jacob Quinn – City Clerk

Chairwoman Laura Campbell

ATTEST:

Jacob Quinn – City Clerk



City of Carmel

CARMEL BOARD OF PUBLIC WORKS MEETING MINUTES

MONDAY, APRIL 27, 2026 - 11:00 AM COUNCIL
CHAMBERS/CITY HALL/ONE CIVIC SQUARE

MEETING CALLED TO ORDER

Chairwoman Campbell called the meeting to order at 11:03 am.

BID OPENINGS AND AWARDS

Bid Award for 26-STR-03 Additional Paving; Crystal Edmonson, Street Department, recommended awarding the bid to Howard Asphalt, LLC d/b/a Howard Companies for \$2,377,880.04, as they were the lowest and most responsive. Board Member Potasnik moved to approve. Board Member Barlow seconded. Bid Award Approved 3-0.

CONTRACTS

Request for Purchase of Goods and Services; Howard Asphalt, LLC d/b/a Howard Companies; (\$2,377,880.04); 26-STR-03-2026 Additional Paving; Board Member Barlow moved to approve. Board Member Potasnik seconded. Request approved 3-0.

OTHER

Request for Quitclaim Deed; American Legion; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 3-0.

Request for Easement Agreement; American Legion; Board Member Potasnik moved to approve. Board Member Barlow seconded. Request approved 3-0.

ADD-ONS AND DEPARTMENT DIRECTOR COMMENTS

ADJOURNMENT

Chairwoman Campbell adjourned the meeting at 11:06 am.

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APPROVED:

Jacob Quinn – City Clerk

Chairwoman Laura Campbell

ATTEST:

Jacob Quinn – City Clerk

EMERGENCY MEDICAL SERVICES CLINICAL AFFILIATION AGREEMENT

THIS EMERGENCY MEDICAL SERVICES CLINICAL AFFILIATION AGREEMENT (“Agreement”) is made effective as of the date of last signature below (“Effective Date”) by and between **CITY OF CARMEL FIRE DEPARTMENT** (“CFD”) and **CARMEL CLAY SCHOOLS** (“School”).

WITNESSETH:

WHEREAS, CFD is a fire department that provides emergency medical services to the community utilizing CFD ambulances and staff; and

WHEREAS, School is an Indiana school corporation that provides education to students in Hamilton County and desires to provide educational and clinical experiences to students enrolled in its emergency medical services training program; and

WHEREAS, CFD is willing to make certain educational experiences available to School, its faculty members and students for educational and clinical experiences which will necessarily include some activities and tasks performed by students.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. DEFINITIONS

- 1.1. Commission. “Commission” shall mean the Indiana Emergency Medical Services Commission.
- 1.2. Educational Experiences. “Educational Experiences” shall mean those clinical and educational activities taking place within the ambulances owned by CFD (“Ambulance(s)”) including, but not limited to, activities and experiences set forth in the emergency medical services training curricula that has been approved by the Commission and that leads to satisfaction of Program requirements.
- 1.3. Faculty Members. “Faculty Members” shall mean the qualified personnel assigned as the responsible faculty or clinical instructors for Students participating in Educational Experiences.
- 1.4. Patients. “Patients” shall mean any persons provided care, facilities or services, directly or indirectly, by or through CFD or a related organization.
- 1.5. Policies. “Policies” shall mean and include the rules, regulations, and other established policies, practices and procedures of CFD.
- 1.6. Program(s). “Program(s)” shall mean certain emergency medical services training programs offered by School that require Students to complete Educational Experiences, which are the subject of this Agreement.
- 1.7. Student. “Student” shall mean an individual enrolled in a Program that requires and/or permits the Student’s participation in an Educational Experience taking place at CFD.

- 1.8. Training Institution Official. "Training Institution Official" shall mean the qualified individual(s), including, but not limited to, the Primary Instructor assigned to CFD to act as liaison between Faculty Members and CFD and to facilitate Educational Experiences.

II. CFD SHALL:

- 2.1. Comply with any and all requirements of 836 I.A.C. 4-2 *et seq.* which are applicable to CFD in relation to the Program and the facilitation of Educational Experiences.
- 2.2. Accept Students from School's Programs for such Educational Experiences as have been mutually reviewed, planned and arranged between the parties. The number of Students eligible to participate in Educational Experiences will be mutually determined by agreement of the parties and may be altered by mutual agreement.
- 2.3. Make available those Educational Experiences agreed upon by the parties. CFD shall retain the responsibility for selection of Patients to be involved in any Educational Experiences, it being agreed that CFD reserves the right to except any Patient from initial or continued involvement in Educational Experiences.
- 2.4. Retain ultimate responsibility for all care to be provided to Patients involved in Educational Experiences.
- 2.5. Arrange for an orientation program, to be supervised by the Training Institution Official or other School representative, for the purpose of familiarizing Students with CFD's physical facilities, Ambulances, philosophy, Policies and procedures for providing care, and such other aspects of CFD's operations as are pertinent to Educational Experiences of Students.
- 2.6. Maintain the in-course standards and required criteria, in accordance with 836 I.A.C. 4-2-1 and any other requirements of the Commission, by which an instructor must determine the successful completion of the didactic and clinical portions of the Program.
- 2.7. Make available to Students and Faculty Members such other services as may be mutually agreed to by the parties.
- 2.8. Provide necessary emergency care to Students in the event of a Student's sudden illness or injury occurring at CFD. CFD is not responsible for the costs of any such care it provides to a Student.
- 2.9. Not disclose any educational records or personally identification information of Students as defined in the Family Educational Rights and Privacy Act (FERPA) and limit access to such confidential information to only those employees necessary in connection with performance under this agreement.

III. SCHOOL SHALL:

- 3.1. Obtain and maintain certification from the Commission as an emergency medical services training institution during the term of this Agreement and comply with any and all applicable requirements of 836 I.A.C. 4-2 *et seq.*

- 3.2. Designate and submit in writing to CFD the name of the person(s) who will act as Training Institution Official for CFD. School shall notify CFD in writing of any changes in Training Institution Official.
- 3.3. Perform its responsibilities and obligations under this Agreement consistent with Policies.
- 3.4. Provide to CFD, at least one (1) month prior to the start of any term for which Students are to be placed under this Agreement along with a certify that each Student has completed the applicable background check(s) and drug test(s) needed to participate in the Program and Educational Experiences, the anticipated number of Students (said number being consistent with Section 2.2 herein), the proposed schedule planned, the Educational Experiences desired, the academic status of each Student participating in Educational Experiences, and the names, rank and teaching area of Faculty Members responsible for each Student or group of Students.
- 3.5. Review any proposed changes for the applicable Educational Experiences or activities to which Students are assigned.
- 3.6. Require that all Students and Faculty Members who will be present at CFD will meet CFD's health and safety screening requirements, which shall be provided to School upon request. Upon request by CFD, School shall attest, in the form of a letter that a Student or Faculty Member meets such requirements. CFD shall be permitted, upon reasonable request, to audit School's records to ensure compliance with this provision.
- 3.7. Ensure that each Student who will participate in an Educational Experience pursuant to this Agreement maintains his or her own health insurance during the course of the Educational Experience(s). The parties hereto acknowledge that School has satisfied its obligation under this Section with respect to an individual Student if School maintains student accident insurance coverage for such Student to cover injuries incurred while engaged in Educational Experiences or in any activities on CFD's property that are related to the classes and programs covered by this Agreement.
- 3.8. Instruct Students and Faculty Members to advise CFD of any medical condition (e.g., allergies, immunosuppression, pregnancy) which could potentially affect a Student's or Faculty Member's ability to participate in Educational Experiences. School shall immediately withdraw any Student or Faculty Member from Educational Experiences if such Student's or Faculty Member's medical condition would make participation in Educational Experiences dangerous to the Student, Faculty Member, or Patients.
- 3.9. Instruct the Students on their responsibility for respecting the confidential and privileged nature of information regarding Patient medical records and other CFD information.
- 3.10. School shall require that Students comply with all applicable medical ethics and principles, acknowledge and respect the freedom of Patients to participate in health care decision making, and honor Patient's choice in the selection of health care providers.
- 3.11. Assist CFD in assuring that Educational Experiences are provided appropriately and according to the standards and criteria set forth by the Commission and standards of any other applicable accrediting bodies.

IV. THE PARTIES AGREE:

- 4.1. To maintain good communication between their institutions and to confer on plans, problems and changes related to Educational Experiences.
- 4.2. To ensure that their respective personnel involved with the Programs and Educational Experiences have the education, training, and experience and maintain appropriate certification, registration, license, or other credentials which may be required by law or are otherwise necessary for the provision of services in accordance with the applicable requirements of this Agreement, the Commission, and state law.
- 4.3. To cooperate with each other so as to enable and assist the other in the satisfaction of obligations under 836 I.A.C. 4-2 *et seq.* with which compliance is necessary.
- 4.4. That each party shall notify the other when any Student has been determined by a party to be unacceptable for participation in an Educational Experience for reasons of health, performance, or other causes which could interfere with CFD's operations or quality of patient care, and that upon receiving such notification, School shall immediately withdraw any such Student from the Educational Experience.
- 4.5. That neither party, in performing its responsibilities and obligations under this Agreement, will discriminate against any person because of said person's race, color, creed, religion, disability, ethnic or national origin, gender, sex, sexual orientation, veteran status, or age.
- 4.6. That nothing herein is intended or shall be construed to create an exclusive relationship between the parties. Further, neither party is restricted at any time from providing similar educational and clinical training experiences or from affiliating with or entering into agreements with any other institution or program for the provision of such experiences.

V. INDEMNIFICATION

School shall indemnify and hold harmless CFD, its officers, agents, and employees from any liability or damages CFD may suffer as a result of claims, demands, damages, losses, costs, or judgments arising out of the negligent acts or omission of School, its Faculty Members, its clinical instructors, its Students, or agents, in the performance of obligations under this Agreement. CFD shall use its best efforts to give School notice in writing within thirty (30) days after receiving any such claims made against CFD, or after it has knowledge of any other damage, loss, or expense threatened or incurred in regard to CFD resulting from the above acts or omissions. School shall use its best efforts to give CFD notice in writing within thirty (30) days after receiving any such claims made against School, or after it has knowledge of any other damage, loss, or expense threatened or incurred in regard to School resulting from its obligations under this Agreement.

VI. COMPENSATION

This Agreement does not contemplate the payment of any fee or remuneration by either party to the other, but is intended to jointly benefit both parties by improving the education and professional preparation of Students.

VII. TERM AND TERMINATION

7.1. This Agreement shall commence on the Effective Date and shall continue until terminated.

7.2. This Agreement may be terminated as follows:

7.2.1. In the event CFD and School shall mutually agree in writing, this Agreement may be terminated on terms and date stipulated therein.

7.2.2. This Agreement may be terminated by either party with or without cause by delivering a written notice of termination to the other party at least thirty (30) days prior to such termination.

7.3. No Students shall be placed at CFD for Educational Experiences after termination or the date of such notice of expiration or termination, whichever is earlier. All Students enrolled in an Educational Experience at the time notice of termination is given shall be permitted to complete the Educational Experience.

VIII. INSURANCE

8.1. School shall be responsible for the provision of any worker's compensation insurance necessary for its Faculty Members and employees performing under this Agreement. School shall provide CFD with appropriate certificates evidencing such insurance coverage upon request.

8.2. School shall maintain general and professional liability insurance covering each Student and Faculty Member participating in Educational Experiences pursuant to this Agreement with limits of at least One Million Dollars (\$1,000,000) per occurrence and at least Three Million Dollars (\$3,000,000) in the aggregate, or professional liability insurance with limits so as to qualify each, and maintain qualification of each during the Educational Experience, as a qualified provider under the Indiana Medical Malpractice Act (I.C. 34-18 *et. seq.*), whichever is greater. School may provide such coverage by programs of self-insurance. Upon request, School shall provide CFD with evidence of such insurance coverage.

IX. STATUS OF THE PARTIES

9.1. In performing the services as contemplated hereunder, CFD and School agree that School, Faculty Members, and Students are acting as independent contractors and not as the agents or employees of CFD. As appropriate, School and Faculty Members agree to pay, as they become due, all federal and state income taxes, as well as other taxes, including self-employment taxes due and payable on the compensation paid to the Faculty Members by School, and to indemnify and hold CFD harmless from any and all taxes, penalties, and/or interest which might arise by School's or Faculty Member's failure to do so. This provision shall survive the termination of this Agreement.

9.2. No Student participating in Educational Experiences hereunder shall be deemed to be an employee of CFD, nor will CFD be liable for the payment of any wage, salary, or compensation of any kind for service provided by Students. Further, no Student shall be covered under CFD's Worker's Compensation, Social Security, or Unemployment Compensation or other benefit programs.

**X. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY
ACT COMPLIANCE**

CFD and School agree that each party shall comply with all federal and state regulations, rules and orders, including, but not limited to, regulations promulgated under Section 264 of the Health Insurance Portability and Accountability Act (Public Law 104-191 – “HIPAA”) and as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”). CFD and School agree that for purposes of HIPAA only, Students shall be considered members of CFD’s Workforce, as that term is defined by HIPAA, and School agrees to require Students to participate in any training required by CFD for CFD’s Workforce members so that CFD and School may comply with HIPAA. For all other purposes, the parties agree that each is acting as an independent contractor and not an agent or employee of the other. Furthermore, the parties shall promptly amend the Agreement to conform with any new or revised legislation, rules and regulations to which CFD is subject now or in the future including, without limitation, the Standards for Privacy and Security of Individually Identifiable Health Information or similar legislation (collectively, “Privacy Laws”) in order to ensure that CFD is at all times in conformance with all Privacy Laws. If, within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with Privacy Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to meet the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days’ prior written notice.

XI. GENERAL PROVISIONS

- 13.1. Assignments of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other party herein.
- 13.2. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as nor be construed to be a waiver of any subsequent breach hereof.
- 13.3. This Agreement shall be construed and governed by the laws of the State of Indiana.
- 13.4. This Agreement may be amended only by an instrument in writing signed by the parties hereto.
- 13.5. Notices or communications herein required or permitted shall be given the respective parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either party shall otherwise designate its new address by written notice:

School:
5201 E. Main St
Carmel, IN 46033
Attn: Director of Student Services

CFD:
Carmel Fire Department
Attn: EMS Chief
210 Veterans Way
Carmel, IN 46032

- 13.6. This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of CFD by its authorizing authority and on behalf of School by an official, specifically authorized by its respective Board to perform such executions. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.

13.7. School and CFD shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

XII. EXECUTION

IN WITNESS WHEREOF, the duly authorized representatives of CFD and School have executed this Agreement on the dates written below.

CITY OF CARMEL FIRE DEPARTMENT, INDIANA
by and through its Board of Public Works and Safety
("CFD")

By: _____
Laura Campbell, Presiding Officer

James Barlow, Member
Date:

Alan Potasnik, Member
Date:

ATTEST:

Jacob Quinn, Clerk
Date:

CARMEL CLAY SCHOOLS
("School")

By:  _____

Printed: Dr. Thomas Oestreich

Title: Superintendent

Date: April 13, 2026

EMERGENCY MEDICAL SERVICES CLINICAL AFFILIATION AGREEMENT

THIS EMERGENCY MEDICAL SERVICES CLINICAL AFFILIATION AGREEMENT (“Agreement”) is made effective as of the date of last signature below (“Effective Date”) by and between **CITY OF CARMEL FIRE DEPARTMENT (“CFD”)** and **HAMILTON SOUTHEASTERN SCHOOLS (“School”)**.

WITNESSETH:

WHEREAS, CFD is a fire department that provides emergency medical services to the community utilizing CFD ambulances and staff; and

WHEREAS, School is an Indiana school corporation that provides education to students in Hamilton County and desires to provide educational and clinical experiences to students enrolled in its emergency medical services training program; and

WHEREAS, CFD is willing to make certain educational experiences available to School, its faculty members and students for educational and clinical experiences which will necessarily include some activities and tasks performed by students.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. DEFINITIONS

- 1.1. Commission.** “Commission” shall mean the Indiana Emergency Medical Services Commission.
- 1.2. Educational Experiences.** “Educational Experiences” shall mean those clinical and educational activities taking place within the ambulances owned by CFD (“Ambulance(s)”) including, but not limited to, activities and experiences set forth in the emergency medical services training curricula that has been approved by the Commission and that leads to satisfaction of Program requirements.
- 1.3. Faculty Members.** “Faculty Members” shall mean the qualified personnel assigned as the responsible faculty or clinical instructors for Students participating in Educational Experiences.
- 1.4. Patients.** “Patients” shall mean any persons provided care, facilities or services, directly or indirectly, by or through CFD or a related organization.
- 1.5. Policies.** “Policies” shall mean and include the rules, regulations, and other established policies, practices and procedures of CFD.
- 1.6. Program(s).** “Program(s)” shall mean certain emergency medical services training programs offered by School that require Students to complete Educational Experiences, which are the subject of this Agreement.

- 3.1. Obtain and maintain certification from the Commission as an emergency medical services training institution during the term of this Agreement and comply with any and all applicable requirements of 836 I.A.C. 4-2 et seq.
- 3.2. Designate and submit in writing to CFD the name of the person(s) who will act as Training Institution Official for CFD. School shall notify CFD in writing of any changes in Training Institution Official.
- 3.3. Perform its responsibilities and obligations under this Agreement consistent with Policies.
- 3.4. Provide to CFD, at least one (1) month prior to the start of any term for which Students are to be placed under this Agreement along with a certify that each Student has completed the applicable background check(s) and drug test(s) needed to participate in the Program and Educational Experiences, the anticipated number of Students (said number being consistent with Section 2.2 herein), the proposed schedule planned, the Educational Experiences desired, the academic status of each Student participating in Educational Experiences, and the names, rank and teaching area of Faculty Members responsible for each Student or group of Students.
- 3.5. Review any proposed changes for the applicable Educational Experiences or activities to which Students are assigned.
- 3.6. Require that all Students and Faculty Members who will be present at CFD will meet CFD's health and safety screening requirements, which shall be provided to School upon request. Upon request by CFD, School shall attest, in the form of a letter that a Student or Faculty Member meets such requirements. CFD shall be permitted, upon reasonable request, to audit School's records to ensure compliance with this provision.
- 3.7. Ensure that each Student who will participate in an Educational Experience pursuant to this Agreement maintains his or her own health insurance during the course of the Educational Experience(s). The parties hereto acknowledge that School has satisfied its obligation under this Section with respect to an individual Student if School maintains student accident insurance coverage for such Student to cover injuries incurred while engaged in Educational Experiences or in any activities on CFD's property that are related to the classes and programs covered by this Agreement.
- 3.8. Instruct Students and Faculty Members to advise CFD of any medical condition (e.g., allergies, immunosuppression, pregnancy) which could potentially affect a Student's or Faculty Member's ability to participate in Educational Experiences. School shall immediately withdraw any Student or Faculty Member from Educational Experiences if such Student's or Faculty Member's medical condition would make participation in Educational Experiences dangerous to the Student, Faculty Member, or Patients.
- 3.9. Instruct the Students on their responsibility for respecting the confidential and privileged nature of information regarding Patient medical records and other CFD information.
- 3.10. School shall require that Students comply with all applicable medical ethics and principles, acknowledge and respect the freedom of Patients to participate in health care decision making, and honor Patient's choice in the selection of health care providers.

VI. COMPENSATION

This Agreement does not contemplate the payment of any fee or remuneration by either party to the other, but is intended to jointly benefit both parties by improving the education and professional preparation of Students.

VII. TERM AND TERMINATION

7.1. This Agreement shall commence on the Effective Date and shall continue until terminated.

7.2. This Agreement may be terminated as follows:

7.2.1. In the event CFD and School shall mutually agree in writing, this Agreement may be terminated on terms and date stipulated therein.

7.2.2. This Agreement may be terminated by either party with or without cause by delivering a written notice of termination to the other party at least thirty (30) days prior to such termination.

7.3. No Students shall be placed at CFD for Educational Experiences after termination or the date of such notice of expiration or termination, whichever is earlier. All Students enrolled in an Educational Experience at the time notice of termination is given shall be permitted to complete the Educational Experience.

VIII. INSURANCE

8.1. School shall be responsible for the provision of any worker's compensation insurance necessary for its Faculty Members and employees performing under this Agreement. School shall provide CFD with appropriate certificates evidencing such insurance coverage upon request.

8.2. School shall maintain general and professional liability insurance covering each Student and Faculty Member participating in Educational Experiences pursuant to this Agreement with limits of at least One Million Dollars (\$1,000,000) per occurrence and at least Three Million Dollars (\$3,000,000) in the aggregate, or professional liability insurance with limits so as to qualify each, and maintain qualification of each during the Educational Experience, as a qualified provider under the Indiana Medical Malpractice Act (I.C. 34-18 *et. seq.*), whichever is greater. School may provide such coverage by programs of self-insurance. Upon request, School shall provide CFD with evidence of such insurance coverage.

IX. STATUS OF THE PARTIES

9.1. In performing the services as contemplated hereunder, CFD and School agree that School, Faculty Members, and Students are acting as independent contractors and not as the agents or employees of CFD. As appropriate, School and Faculty Members agree to pay, as they become due, all federal and state income taxes, as well as other taxes, including self-employment taxes due and payable on the compensation paid to the Faculty Members by School, and to indemnify and hold CFD harmless from any and all taxes, penalties, and/or interest which might arise by School's or Faculty Member's failure to do so. This provision shall survive the termination of this Agreement.

School:

13485 Cumberland Rd.
Fishers, IN 46038
Attn: Assistant Superintendent of
Operations

CFD:

Carmel Fire Department
Attn: EMS Chief
210 Veterans Way
Carmel, IN 46032

13.6. This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of CFD by its authorizing authority and on behalf of School by an official, specifically authorized by its respective Board to perform such executions. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.

13.7. School and CFD shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

XII. EXECUTION

IN WITNESS WHEREOF, the duly authorized representatives of CFD and School have executed this Agreement on the dates written below.

CITY OF CARMEL FIRE DEPARTMENT, INDIANA
by and through its Board of Public Works and Safety
("CFD")

By: _____
Laura Campbell, Presiding Officer

James Barlow, Member
Date:

Alan Potasnik, Member
Date:

ATTEST:

Jacob Quinn, Clerk
Date:

HAMILTON SOUTHEASTERN SCHOOLS
("School")

By: Jason Urban

Printed: Jason Urban

Title: Assistant Superintendent

Date: 4/13/2026

Macqueen Equipment, LLC
Fire Department - 2026
Appropriation #1120 44-680.04 Fund; P.O. #119613
Contract Not To Exceed \$5,041,750.00

**ADDITIONAL SERVICES AMENDMENT TO
AGREEMENT FOR GOODS AND SERVICES**

This ADDITIONAL SERVICES AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES (“Additional Services Amendment”) shall amend the terms of the Agreement for Purchase of Goods and Services entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety (“City”), and Macqueen Equipment, LLC (the “Vendor”) as City Contract dated April 17, 2024 (the “Agreement”) by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit “A”. The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect, except Vendor’s insurance coverage amounts shall be no less than those set forth in attached Exhibit “B”.

IN WITNESS WHEREOF, the parties hereto have made and executed this Additional Services Amendment as follows:

CITY OF CARMEL, INDIANA

Macqueen Equipment, LLC

by and through its Board of Public
Works and Safety

By:

By:

Laura Campbell, Presiding Officer


Authorized Signature

Date: _____

Brian Young
Printed Name

James Barlow, Member

Director of Sales
Title

Date: _____

Alan Potasnik, Member

FID/TIN: 41-0845185

Date: _____

ATTEST:

Date: April 17, 2026

Jacob Quinn, Clerk

Date: _____



Option List

EXHIBIT

A

4/14/2026

Customer: City of Carmel Fire Department
Representative Davis, Garry
Organization: MacQueen Emergency Group
Requirements Manager:
Description: Enforcer Tiller Same As Job 42821
Body: Aerial, Tiller, No Pump, Alum Body
Chassis: Enforcer Chassis, Tractor (Tiller)

Bid Number: 1669
Job Number:
Number of Units: 1
Bid Date: 03/16/2026
Stock Number:
Price Level: 54 (Current: 54)
Lane: Lane 3

Line	Option	Type	Option Description	Qty
1	0766599		Boiler Plates, Tiller	1
			Fire Department/Customer - City of Carmel Fire Department	
			Operating/In conjunction W-Service Center - Operating	
			Miles - 25 Miles	
			Number of Fire Dept/Municipalities - 15	
			Bidder/Sales Organization - MacQueen Emergency Group	
			Delivery - Delivery representative	
			Dealership/Sales Organization, Service - MacQueen Emergency Group	
2	0018180		Single Source Compliance, Aerials	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0816491		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1
7	0533349		Aerial Fire Apparatus	1
8	0588613		Vehicle Certification, Aerial w/o Pump	1
9	0681279		Agency, Apparatus Certification, Aerial w/o Pump, U.L.	1
10	0816495		Certification, Vehicle Inspection Program, NFPA 1900	1
11	0000114		Inspection Trip(s)	2
			Qty, - 02	
			Fill in Blank - four (4)	
12	0536644		Customer Service Website	1
13	0766110		Consortium, Sourcewell	1
14	0535579		Not Required, Unit of Measure, (no pump, no tank)	1
15	0030006		Bid Bond Not Requested	1
16	0816571		Performance Bond, 100% with 25% Warranty Bond, 1 Yr, and Payment Bond, PPI	1
			Terms **	
17	0000007		Approval Drawing	1
18	0002928		Electrical Diagrams	1
19	0626490		Enforcer Chassis, Tractor (Tiller)	1
20	0000110		Wheelbase	1
			Wheelbase - 165"	
21	0000070		GVW Rating	1
			GVW rating - 76,600#	
22	0729280		Frame Rails, 13.38 x 3.50 x .375, Enforcer	1
23	0889469		Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 56" QVal	1
24	0629940		Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Enforcer	1
25	0010427		Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/Enf/SFR	1
26	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/Enf	1
27	0000322		Oil Seals, Front Axle	1
28	0899438		Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply	1
29	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
30	0530461		Axle, Rear, Meritor RS30-185, 31,000 lb, Saber/Enforcer	1
31	0544244		Top Speed of Vehicle, 60 MPH/96 KPH	1
32	0122074		Suspen, Rear, Standens, Spring, 31,000 lb	1
33	0000485		Oil Seals, Rear Axle	1
34	0044469		Oil, Synthetic Gear, Rear Axle, Custom Chassis	1
35	0741399		Spring Package, Auxiliary, Timbren	1
36	0585004		Tires, Rear, Goodyear, G289 WHA, 315/80R22.50, 20 ply, Single	1
37	0654750		Wheels, Rear, Alcoa-Accuride, 22.50" x 9.00", Aluminum-Steel, Hub Pilot, Single	1
38	0589368		Tire Balancing, All, Single Axle	1

Line	Option	Type	Option Description	Qty
39	0606653		Tire PSI and Temp Monitoring System, Bendix Smartire, CZIII	1
			Qty, Tire Pressure Sensor - 8	
40	0801909		Lug Nut, Covers, Chrome	1
41	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
42	0003246		Axle Hub Covers w/center hole, S/S, Tiller Axle	1
43	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
44	0002045		Mud Flap, Front and Rear, Pierce Logo	1
45	0020257		Mud Flap, Tiller Trailer, Pierce Logo	1
46	0601010		Chocks, Wheel, SAC-44-E, Folding, Aerials	2
			Qty, Pair - 02	
47	0680290		Mounting, Chocks, SAC-44-E, Treadplate Pockets, Open Top, Fender Panels, Tiller	1
48	0822289		ABS/ATC Wabco Brake System, Single Axle, Tiller, NFPA 1900/ULC	1
49	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
50	0803729		Brakes, Meritor, Cam, Rear, 16.50 x 8.63" No Dust Shield	1
51	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
52	0644232		Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
			Paint Color, Air Tanks - Black #98	
53	0617092		Air Dryer, Wabco System Saver 1200, With Wet Tank, Heated,Saber FR/Enforcer	1
54	0070790		Brake Lines, Nyl w/Wire Reinf At Ea Brake Chamber	1
55	0000854		Air Inlet, w/Disconnect Coupling	1
			Location, Air Coupling(s) - DS Step Well, Forward	
			Qty, Air Coupling (s) - 1	
56	0685501		Outlet, Air, with shut off valve, Milton 715 and 727	1
			Location, Air Coupling(s) - DS Frt Body Compt	
			Qty, Air Coupling (s) - 1	
57	0004200		Hose, Air 25' length, w/air chuck	1
			Qty, - 1	
58	0070810		All Wheel Lockup (Aerial/Tanker Chassis)	1
59	0000845		Air Tank, Additional for Extra Capacity	1
			Paint Color, Air Tanks - Black #98	
60	0000853		Compressor, Air, Kussmaul 091-9 12V Brake System	1
			Location - behind driver seat	
61	0000820		Moisture Ejector, Automatic, w/Heat	1
			Qty, Auto. Moisture Eject - 1	
			Location, Moisture Ejector - Wet Tank	
62	0607839		Fittings, Compression Type, Entire Apparatus, Single Axle Tiller	1
63	0808503		Engine, Cummins X15, 605 hp, 1850 lb-ft, W/OBD, EPA 2027, Enforcer	1
64	0811409		Not Required, Engine Contingency Adjustment	1
65	0730808		Filters, Remote Mounted, Oil, Fuel, X15, VEL/AXT/Enf	1
66	0001244		High Idle w/Electronic Engine, Custom	1
67	0681846	SP	Retarder, Telma Driveline Focal Mt, Single Axle, 1st/2nd Stage w/Accel,No Switch	1
68	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
69	0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1
70	0814375		Exhaust System, Horizontal, Right Side	1
			Exhaust, Diffuser - Aluminized Steel (Standard)	
			Exhaust, Material/Finish - Aluminized Steel (Standard)	
			Location, Diffuser Termination - 2.00" Past Rub Rail (Standard)	
			Tip, Exhaust - Straight Tip (Standard)	
71	0829493		Radiator, Enforcer X15	1
72	0722490		Cooling Hoses, Gates Silicone and Rubber Combination - Custom	1
73	0747226	SP	Fuel Tank, 50 Gallon, Left Side Rear Fill, Alum, Tractor Chassis, Sgl Axle	1
			Finish, Fuel Tank - Painted	
74	0001129		Lines, Fuel	1
75	0763582		DEF Tank, 4.5 Gallon, DS Fill, Forward of Rear Axle, Tiller	1
			Door, Material & Finish, DEF Tank - Polished Stainless	
76	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	1
77	0582243		Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
78	0699437		Cooler, Chassis Fuel, Not Req'd.	1
79	0578959		Fuel/Water Separator, Racor Inline	1
80	0887546		Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	1
81	0625331		Transmission, Shifter, 6-Spd, Push Button, 4000 EVS	1
82	0684459		Transmission Oil Cooler, Modine, External	1

Line	Option	Type	Option Description	Qty
83	0801876		Fluid, 4000 Series Trans, Allison Approved TES-668 Synthetic, IPOS, Custom	1
84	0001375		Driveline, Spicer 1810	1
85	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
86	0605356		Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1
87	0681841		Logo/Emblem, Not Required	1
88	0740950		Bumper, Non-Ext, Fab, .25" Steel, Paint Feat, SFR/Enf	1
			Paint, Color - maroon 263 same as lower cab and body color	
89	0614646		No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1
90	0002270		Tow Hooks, Chrome, Below Deck	1
91	0767249		Receiver, Portable Winch, (3), Front Bumper Extension, Front/Ends	1
92	0625650		Cab, Enforcer, 7000	1
93	0727969		Engine Tunnel, X15, Foil Insulation w/Mech Fasteners, Enforcer	1
94	0887601		Cab Insulation, Enforcer/Saber FR	1
95	0633594		Rear Wall, Interior, Adjustable Seating	1
96	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate Full Coverage	
97	0639727		Cab Lift, Elec/Hyd, Manual Override, Saber FR/Enforcer	1
98	0695930		Grille, Bright Finished, Front of Cab, Enforcer	1
99	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	
100	0792997	SP	Scuffplates, Treadplate, Pike Poles and Handrails, Cab Sides	2
			Location - one each side behind crew doors just like Leesburg Job 32449	
			Qty, - 02	
101	0012226		Scuffplates, S/S Corner Guard, Polished, Rear Cab Corners	1
102	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer	1
103	0087357		Molding, Chrome on Side of Cab	1
104	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
105	0648171		Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Level Roof	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
106	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
107	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
108	0633615		Steps, 4-Door Cab, Reduced Bottom Step, Saber FR/Enforcer	1
			Step Well Material - Aluminum Treadplate	
109	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
110	0552544		Steps, Stirrup, Rod w/Grip Strut, Cab & Crew Cab Doors	1
			Light, Step, Additional - w/Perimeter Light Lighting Only	
111	0892638		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	1
			Color, Trim - Chrome Housing	
112	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
113	0825060		Tractor 5th Wheel and Fenders, Single	1
			Material, Fender Crowns - Stainless Steel - Single Axle	
114	0557023		Handrail, 10", Below Cab Windshield, Pair	1
115	0042105		No Windows, Side of Crew Cab	1
116	0661471		Holder, Pike Pole, Vertical Mount, Cab Exterior	4
			Location - two each side behind crew doors	
			Qty, - 04	
117	0894089		Dash, Heavy Duty Metal, Enforcer	1
			Material Finish, Metal Dash - Fire Smoke Gray	
118	0607217		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
			Mounting Provision Spacing - 1.50"	
			Material Finish, Cab Interior - Painted	
119	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Engine Tunnel Cover - Painted	
			Cab Interior Rear Wall Material - Painted Aluminum	
120	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
			Color, Cab Interior Paint - i) fire smoke gray	
121	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
122	0722038		HVAC, Heavy-Duty, Enforcer, w/X15, CARE	1
			Paint Color, A/C Condenser - Painted to Match Cab Roof	
			HVAC System, Filter Access - Removable Panel	

Line	Option	Type	Option Description	Qty
122			Auxiliary Cab Heater - Both HVAC System, Control Loc. - Panel Position #12 Plenum Cover Material - Metal, Painted	
123	0012122		Fans, Window Defrost, One (1) Fan on Each Side	1
124	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, SFR/Enf	1
			Sun Visor Retention - Thumb Latch	
125	0634328		Grab Handles, Driver and Officer Door Posts, SFR/Enf	1
126	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
127	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
			Latch, Door, Storage - Lift and Turn Latch, Flush	
128	0002508		Map Box, 3 Bin/30 deg Slant, Custom Chassis	1
			Qty, - 1	
			Location, Map Box/Straps - Final Inspection	
129	0599959		Straps, Velcro, Map Box, Custom Chassis	1
			Qty, - 1	
			Location, Map Box/Straps - Final Inspection	
130	0828042		Side Roll and Frontal Impact Protection, SRS **	1
131	0622617		Seating Capacity, 6 Belted Seats	1
132	0636955		Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, PRIMARY, SFR/Enf	1
133	0636942		Seat, Officer, Pierce PSV, Fixed, SCBA, Safety, PRIMARY, SFR/Enf	1
134	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
			Latch, Door, Storage - Lift and Turn Latch	
135	0820059		Cabinet, Rear Facing, LS, 23 W x 28 H x 26.75 D, Web, Ext Acc, SFR/Enf	1
			Light, Short Cabinet - Pierce, Exterior, Left Side	
			Scuffplate, Material/Finish - S/S, Polished	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip	
			Door, Cab Exterior Cabinet - Double Pan, Locking #751	
			Door, Exterior Stop - Web Strap	
			Louvers, Cabinet - 0-No Louvers	
			Fastener, Web, Cab Cabinet - Spring Clip and Hook, Top	
136	0102783		Not Required, Seat, Rr Facing C/C, Center	1
137	0822923		Cabinet, Rear Facing, RS, 22 W x 28 H x 26.75 D, Web, Ext Acc, SFR/Enf	1
			Light, Short Cabinet - Pierce, Exterior, Right Side	
			Scuffplate, Material/Finish - S/S, Polished	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip	
			Door, Cab Exterior Cabinet - Double Pan, Locking #751	
			Door, Exterior Stop - Web Strap	
			Louvers, Cabinet - 0-No Louvers	
			Fastener, Web, Cab Cabinet - Spring Clip and Hook, Top	
138	0722925	SP	Seat, Fwd Fcng C/C, LS Otbrd, PSV, SCBA, Foldup,17",Safety,5.5" IB,SECONDARY,Enf	1
139	0604725	SP	Seat, Fwd Fcng C/C, Ctr, (1) PSV, SCBA, Foldup, 17" Btm,Safety,SECONDARY,SFR/Enf	1
140	0722926	SP	Seat, Fwd Fcng C/C, RS Otbrd, PSV, SCBA, Foldup,17",Safety,5.5" IB,SECONDARY,Enf	1
141	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE	5
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Qty, - 05	
142	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	4
			Qty, - 04	
143	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1
			Seat Belt Color - Red	
144	0817557		Helmet Storage, Provided by Fire Department, NFPA/ULC 2024	1
145	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Door Switches and Lens Switch	
			Control, Dome Lt Color - Lens Switch	
146	0896451		Enhanced Software for Cab and Crew Cab Dome Lts	1
147	0893594		Spotlight, Golight Stryker, Model 30**4ST, LED, 1 Lt	1
			Location - center top of cab behind lightbar	

Line	Option	Type	Option Description	Qty
147			Color, GoLt - Black	
			Bracket, Spotlight - Pedestal - 1 Lt	
148	0893520		Controller, Spotlight, Golight Stryker ST, Wired Dash Mt, 1 Lt	1
149	0646149		Location, Spotlight Controller, Officer's Side, Overhead	1
150	0816997		Portable Hand Light, Provided by Fire Dept, NFPA/ULC 2024	1
151	0622803		Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX	1
152	0509511		Air Restriction Indicator, Imp/Vel, AXT, Enf MUX	1
153	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
154	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
155	0622798		Switching, Cab Instrument Lower Console & Overhead, Rocker MUX, Enforcer	1
156	0802942		Wiper Control, 2-Speed with Intermittent, Wired to Prk Brk, MUX, Enforcer	1
			Location, Wiper Control - Above Ignition	
157	0002565		Hourmeter, Aerial Inside Cab	1
158	0002615		Switch, Aerial 12V Master	1
159	0032828		No PTO switch req'd - w/aerial piggyback	1
160	0834413		USB, Cab, 4, 12V DC, Dual USB Termination, Batt Dir. NFPA1900/ULC	1
			USB, Type - USB Combo A & C	
161	0820894		Wiring, Spare, 15 A 12V DC, Batt Dir, 1st NFPA1900/ULC	1
			Location, Wiring - Officer Dash	
			12vdc power from - Battery direct	
			Wire termination - Butt Splice	
162	0686752	SP	Bracket, Mounting, 3 Rocker Sw and 1 PTT Buttons	1
			Location - on officer engine tunnel slope forward as possible	
163	0814201		Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714	1
			System Of Measurement - US Customary	
164	0816633		Collision Mitigation, HAAS Alert (R2V), HA7	1
			Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	
165	0606249		Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1
166	0744051	SP	Wiring Only, Sigtronics, Cab to Tiller Cab only	1
			Location - overhead in front of officer location 4	
			Location 2 - above the tillerman position overhead	
167	0696438		Antenna Mount, Custom Chassis, Cable Routed to Radio Box	1
			Location - above officer position	
			Qty, - 01	
168	0814902	SP	Camera, Pro-Vision, LS Mux, F/F, RS, LS, R, Cameras, HD HVR, View, AHD	1
			Location - center front windshield	
			Location 1 - behind officer seat	
			Location, Event Button - Driver Side Dash	
169	0814831		Not Required, Camera Switcher	1
170	0890416		Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT	1
			Color, Antenna - Black Antenna	
			Module Housings - Black Housing with Power and Status Ind	
171	0896456		Prognostics, Electrical System	1
172	0624253		Electrical System, Enforcer MUX	1
173	0634733		Batteries, (6) Interstate Grp 31, 31-MHD, 950 CCA each, 1 Iso Bat, Threaded Studs	1
174	0008621		Battery System, Single Start, All Custom Chassis	1
175	0002698		Battery Compartment, Saber/Enforcer	1
176	0812586		Charger, Sngl Sys, Kussmaul, Chief 091-266-12-60, 60 Amp	1
177	0814869		Location, Cab, Charger, Behind Driver Seat	1
178	0811943		Panel, Remote Control, Kussmaul, Chief 091-266-RCP	1
179	0814939		Location, Cab, Ind/Remote, Driver's Seat Riser	1
180	0811952		Not Required, Indicator/Remote Status	1
181	0824337		Not Required, Location Ind/Remote	1
182	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01	
			Color, Kussmaul Cover - b) red	
			Shoreline Connection - the battery charger and shoreline receptacles	
183	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Cab Side	
184	0526727		Switch, Auto Transfer, Up to 30Amp, Multiple	1
			Qty, - 1	

Line	Option	Type	Option Description	Qty
184			Connection, Transfer Swit - connect to receptacle in RS4 compartment	
185	0009429		Electric Power Only, Portable Winch	4
			Location - front (3) receivers below bumper and rear below tiller position	
			Qty, Receptacles - 04	
186	0002683		Tray, Battery, S/S, w/drains	1
187	0647728		Alternator, 430 amp, Delco Remy 55SI	1
188	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
189	0780484		Headlights, Rect LED, HiViz FT-4X6-4KIT, AXT/Enf/Imp/Sab/Vel	1
190	0840415		Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Enf/Sab	1
			Color, Lens, LED's - Clear	
			Color, Trim - Chrome Trim	
191	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
192	0647802		Lights, Clearance/Marker/ID, Front, P25 LED 5 Lts, Saber FR/Enforcer	1
193	0647929		Lights, Directional/Marker, Cab Front Side, Truck-Lite 19036YLED, AXT/Enf MUX	1
194	0511569		Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts	1
			Light Guard - With Guard	
195	0602938		Light, Marker End Outline, Rubber Arm, LED Marker Lamp, Rear Body	1
			Qty, Lights, Pair - 1	
196	0804514		Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg	1
			Color, Lens, LED's - Match	
			Flash Pattern, Directional Lts - Steady On (Arrow)	
197	0806466		Lights, Backup, Wln M62BU, LED, For Tail Lt Housing	1
198	0663884		Bracket, License Plate & Light, P25 LED, Temp Under Tailbrd	1
			Location - *	
199	0556842		Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
200	0589905		Alarm, Back-up Warning, PRECO 1040	1
201	0614144	SP	Light Connections, LED Warning Light Connections, Deutsch, Triple Connectors	1
202	0765524		Lights, Cornering, Tiller, Wln, PEL*C, 2 lts	1
203	0626588		Lights, Perimeter Cab, TecNiq T10-LC00-1 15" LED 4Dr	1
204	0680449		Lights, Perimeter Body, Truck-Lite 6060C LED 4lts, Turntbl/Rr Stp, Tiller	1
			Control, Perimeter Lts - Parking Brake Applied	
205	0896454		Enhanced Software for Perimeter Lts	1
206	0612278		Lights, Step, Wln 0AC0EDCR LED, Tiller, Prk Brk	1
207	0774326		Lights, Side Scene, Wln PEL*C LED 2nd, Cntrl Fet	2
			Location, Lights - right side in front of trailer axle and right side behind trailer axle	
			Qty, - 02	
			Control, Scene Lts - Tiller Cab	
208	0774373		Lights, Side Scene, Wln PEL*C LED 1st, Cntrl Fet	2
			Location, Lights - left side in front of trailer axle and left side behind trailer axle	
			Qty, - 02	
			Control, Scene Lts - Tiller Cab	
209	0775751	SP	Lights, Tractor Scene, HiViz, FT-GESM	2
			Qty, - 02	
			Control, Scene Lts - Cab Sw Panel DS	
210	0586888		Bracket, Alum. Trdplate, Recessed Flood Lights, Compt Top, Each	6
			Location - three lights each side of body for light options 773332 and 773346	
			Qty, - 06	
211	0725783		Lights, Centering, Cab Roof, Tlr, Clpsbl, Attwood NV2002SS-7, Red/Grn LED	1
			Length - 21.00"	
212	0776357		Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st	1
			Qty, - 01	
			Location, driver's/passenger's/center - Centered	
			Color, Wln Lt Housing - Black Paint	
			Control, Scene Lts - Cab Sw Panel DS	
			Scene Light Optics - Flood/Spot	
213	0736729		Lights, HiViz FT-GESM LED 2nd	1
			Location - passenger side between cab and crew cab doors	
			Qty, - 01	
			Control, Scene Lts - Cab Sw Panel DS and Cab and Crew Cab Dr Sw,	
		PS		

Line	Option	Type	Option Description	Qty
213			Color, Lt Housing HiViz - Blk Opt Hold, Blk Bez, Blk Fix	
214	0736731		Lights, HiViz FT-GESM LED 1st	1
			Location - driver side between cab and crew cab doors	
			Qty, - 01	
			Control, Scene Lts - Cab Sw Panel DS and Cab and Crew Cab Dr Sw,	
		DS		
215	0773332		Color, Lt Housing HiViz - Blk Opt Hold, Blk Bez, Blk Fix	
			Lights, HiViz FT-MB-2.15-*-*-CPREC 17.50" LED, 2nd	3
			Location - above RS6, RS4 and RS trailer wheel	
			Qty, - 03	
			Control, Scene Lts - Cab Sw Panel DS	
			Color, Lt Housing HiViz - Black	
			Scene Light Optics - combination	
216	0773346		Lights, HiViz FT-MB-2.15-*-*-CPREC 17.50" LED, 1st	3
			Location - above LS6, LS4 and LS trailer wheel	
			Qty, - 03	
			Control, Scene Lts - Cab Sw Panel DS	
			Color, Lt Housing HiViz - Black	
			Scene Light Optics - combination	
217	0835543		Lights, Rear Scene, HiViz, FT-GSM LED 2lts	1
			Location, Lights - upper trailer bulkhead one each side	
			Control, Rear Scene Lts - Cab Switch Panel DS and Tiller Sw Panel	
			Color, Trim - Black Trim	
218	0797313		Not Required, No Walking Surface, NFPA	1
219	0897573		Switch, Momentary, Silence Alarm	1
			Location - switch panel as shown on IP print	
			Qty, - 01	
			Color - 2) red	
220	0090655		Aerial, Tiller, No Pump, Alum Body	1
221	0554269		Body Skirt Height, 18"	1
222	0013481		Not Required, Hose Bed Capacity	1
223	0013534		Not Required, Running Boards	1
224	0825621		Turntable Steps-Morton Cass, LS/RS, Tiller Single Axle	1
			Body Handrail Finish - knurled aluminum	
225	0690023		Wall, Rear, Smooth Aluminum	1
226	0029503		Tow Eyes (2), Painted Lower Job Color, Aerial	1
227	0090670		Construction, Compt, Alum, Tiller	1
228	0815191	SP	Compt, Single Reservoir, Single Lap Door, w/Add'l Fwd Compt, 46" WB	1
			Light, Strip - LED strip light	
			Light, Strip, Additional - LED strip light 63.00"	
229	0647466		Compt, F/H, Trans Roll, 92.00" Wide, 6.00" Raised, LS Front, Tiller	1
230	0683228		Compt, F/H, Trans Front, Roll, 6.00" Raised, LS Center, Tiller	1
231	0607222		Compt, Low, Front/Rear Lap, Special Cab Steps, Narrow Rear, LS Rear	1
232	0647465		Compt, F/H, Trans Roll, 92.00" Wide, 6.00" Raised, RS Front, Tiller	1
233	0683224		Compt, F/H, Trans Front, Roll, 6.00" Raised, RS Center, Tiller	1
234	0638333		Compt, Low, Front/Rear Lap, Special Cab Steps, Narrow Rear, RS Rear, Tiller	1
235	0604540		Doors, Lap with "D" Handle, Aluminum, AMDOR Rollup, Side Compartments	8
			Qty, Door Accessory - 08	
			Color, Roll-up Door - AMDOR Painted to Match Upper Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
236	0067768		Not Required, Bumper, Tiller	1
237	0805142	SP	Scuffplate, Alum Tread, Side Sheets/Body Posts, Behind Side Stacked Ladder Stg	2
			Qty, - 02	
			Location, driver's/passenger's/center - Left & Right	
238	0019845		Guard, Drip Pan, S/S, Rollup Door	12
			Qty, Door Accessory - 12	
			Location, Door Accessory - LS1, LS2, LS3, LS4, LS5, LS6, RS1, RS2,	
			RS3, RS4, RS5 and RS6	
239	0004012		Scuffplate, Polished S/S, Inside Each Compartment Door	12
			Qty, Door Accessory - 12	
			Location, Door Accessory - LS8, LS7, LS2, LS1, RS8, RS7, RS2 and	
		RS1		
240	0689549		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door	12
			Location - all trailer body compartments	

Line	Option	Type	Option Description	Qty
240			Qty, - 12	
241	0689539		Lights, Compt, Pierce, LED Light Strip, 36", Additional	3
			Location, Lights - centered overhead running lengthwise (parallel to chassis frame) in the three transverse trailer compartments LS4/RS4, LS5/RS5 and LS6/RS6	
242	0603420		Qty, - 03 Shelf Tracks, Painted, Aerial	10
			Qty, Shelf Track - 10 Location, Shelf Track - LS1, LS2, LS4, LS5, LS6, RS1, RS2, RS4, RS5 and RS6	
243	0687112		Shelves, Adjustable, 500 lb Capacity, Full Width/Depth, Painted	6
			Qty, Shelf - 06 Location, Shelf - one in LS2, two in LS3, two in RS3 and one in RS2	
244	0510777		Tray, 215 lb, Tilt/Slide-Out, 30 Deg, Adj, 1/2 Trans	4
			Location - LS4/RS4 and LS5/RS5	
245	0646559		Qty, Tray (slide-out) - 04 Tray, Floor Mounted, Utility, One Way Slide-Out, 500lb, 3" Sides, 1/2 Trans	4
			Qty, - 04 location - LS4/RS4 and LS5/RS5	
246	0759286	SP	Material Finish, Tray - Painted - Spatter Gray Toolboard, Slide-out, 2-Way, 7040 Dual Side Pac Trac, Hd Hlds, w/6" Adj Tray, Full Tran	2
			location - LS6/RS6	
247	0678715		Qty - 2 Compt, At Rear Between Tow Eyes, Smooth Alum Sngl Pan Door w/D-Latch, Tiller	1
248	0796216		Floor Extension, Compartment, 1.00" Downturned Lip	6
			Location - LS4/RS4, LS5/RS5 and LS6/RS6	
			Qty, - 06	
249	0004016		Rub Rail, Aluminum Extruded, Side of Body	1
250	0510626		Fender Crowns, Rear, S/S, Wider Than Standard	1
251	0024210		Storage Bin, Air Bottle, 7.50" Square	10
			Location, Bracket/comp. - RS2 compartment, mount towards the rear wall of the compartment	
			Qty, Bottle Bin - 10	
252	0004218		Ladder, 35' Duo-Safety 1200A 2-Sect	1
			Qty, - 1	
253	0034226		Ladder, 28', Duo-Safety 1200A 2-Section	2
			Qty, - 02	
254	0014221		Ladder, 35', Duo-Safety 1200A 2-Section	1
255	0004222		Ladder, 24' Duo-Safety 900A 2-Section	2
			Qty, - 02 Location, Extension Ladder - side stacked	
256	0017917		Ladder, 14' Duo-Safety 775A Roof with 7/8" Hooks	2
			Qty, - 02	
257	0664691		Ladder, 18' Duo-Safety 875-DR Roof	1
			Qty, - 01	
258	0652466		Ladder, 20' Duo-Safety 875-DR Roof	1
			Qty, - 01	
259	0024233		Not Required, Attic Extension Ladder	1
260	0004246		Ladder, 10' Duo-Safety Folding, 585A	1
			Qty, - 01 Location, Folding Ladder Aerial - torque box	
261	0592249		Ladders Stored in Torque Box, Amdor Roll, Tiller	1
			Color, Roll-up Door - AMDOR Painted to Match Lower Body	
262	0652330		Ladder Brackets, Adjustable, Right Side, Tiller	1
			Quantity - 02 Ladder, Make/Model, Multi - 14' Duo-Safety 775-A and 24' Duo-Safety 900-A	
263	0652342		Ladder Brackets, Adjustable, Left Side, Tiller	1
			Quantity - 02 Ladder, Make/Model, Multi - 14' Duo-Safety 775-A and 24' Duo-Safety 900-A	
264	0602100		Lights, Torque Box Ladder Storage, Pierce LED Strip Lights, 2 Lts	1

Line	Option	Type	Option Description	Qty
265	0812235		Ladder, Little Giant, Revolution 2.0 - Model 17, 13117	1
			Location - in option SP0813567 located under ladder on Gooseneck	
266	0004249		Slides, Dura-Surf, Ground Ladder Storage, Horizontal Surfaces, Ascendant,PAL,PAP	1
267	0813567	SP	Compt, Gooseneck, Lift Past 90 Degrees, Little Giant w/Partition,Tiller	1
			Location, driver's/passenger's/center - Left	
			Latch, Door, Storage - "D" Handle Latch	
			Ladder, Make/Model - Little Giant Classic Model 17	
			Location, Side - Left	
			Light, Compt - Pierce LED	
268	0064319		Pike Pole, 12' Fire Hooks Unlimited, Fiberglass, NHF-12	2
			Qty, - 02	
269	0567897		Pike Pole, 8' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-8	2
			Qty, - 02	
			Location - ladder storage	
270	0552649		Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-6	4
			Qty, - 04	
			Location - (2) each side of cab in mounts	
271	0548410		Not Required, Pole, Pike, 3'	1
272	0063392		Pike Pole, 10' Fire Hooks Unlimited, New York Roof Hook, Steel, RH-10, Pry End	1
			Qty, - 01	
273	0089551		Pike Pole, 10' Fire Hooks Unlimited, Fiberglass, NHF-10	2
			Qty, - 02	
274	0770572		Pike Pole Tubes, in Torque Box/Ladder Storage, Alum, w/Notch, No Pin	6
			Qty, - 06	
275	0004379		Bell, 12" Chrome w/Eagle, Mounted on Cab Corner	1
276	0067658		Not Required, Step, Slide-Out Pump Op. Platform	1
277	0665700		Light, Slide-Out Pump Operator Step, Not Required	1
278	0046495		Not Required, Pump Access, No Pump	1
279	0001836		No Light, No Pump Compartment	1
280	0606694		Air Horns, (2) Hadley, 6" Round, eTone, In Bumper	1
281	0606831		Location, Air Horns, Bumper, Right Side, Outside Frame, Same Side (Pos #1 & #2)	1
282	0757092		Control, Air Horn, Multi Select	1
283	0815742		Control, Air Horn, Red Push Button Sw, Turntable, Labeled "Evacuation"	1
			Control, Interlocks - No Interlocks	
284	0757072		Control, Air Horn, Rocker/Membrane Sw, RS	1
285	0757077		Control, Air Horn, Lanyard, LS	1
			Lanyard - Nylon Rope	
286	0533071		Siren, Wln 295SLSC1, 100 or 200 Watt, w/Plug-in/Detachable Microphone Cord	1
287	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, DS Center Sw Pnl	
288	0076156		Control, Elec Siren, Head Only	1
289	0601304		Speaker, (2) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
290	0601559		Location, Speaker, Frt Bumper, Recessed, Each Side, Inside Frame (Pos 3 & 5)	1
291	0895310		Siren, Federal Q2B	1
			Finish, Q2B Siren - Chrome	
292	0006097		Location of Siren, Recessed in Bumper	1
			Location, Siren, Mech - a) Left	
293	0748305		Control, Mech Siren, Multi Select	1
294	0748282		Control Mech Siren, Ft Sw LS	1
295	0748274		Control Mech Siren, Rocker/Membrane Sw, RS	1
296	0737437		Sw, Siren Brake, Momentary Red, Pnl 9, Saber FR/Enf	1
297	0726839		Sw, Siren Brake, Momentary Red Rocker, Location, Hardwire	1
			Location - mounted in the special bracket on slant of engine tunnel officer side as shown on the IP. See bracket pic in the stage 7 E-folder	
298	0840108		Emergency Warning System	1
			Emergency Switching - Individual Switches	
299	0824788		Not Required	1
300	0746353		Not Required, Warning Lights Intensity	1
301	0608616		Lightbar, Wln, Freedom IV-Q, 72", RRRRWRROptRRWRRRR	1
			Opticom Priority - b) High	
			Opticom Activation - Cab Switch & E-Master	

Line	Option	Type	Option Description	Qty
301			Momentary Opticom Activation - No Activation	
302	0723867		Filter, Whl Freedom Ltbrs - No Filters	
			Lightbars, Wln, Freedom IV-Q, 2-21.5", RRWRR RRWRR, 1st	1
303	0734071		Lightbar Location, Cab/Crew Cab - cc)over the crew cab doors	
			Lights, Front Zone, Wln M6** M6** M6** M6** LED, Q Bzl, 4lts	1
			Color, Lens, LED's - Clear	
			Color, Lt DS Frnt Outside - Left Red	
			Color, Lt PS Frnt Outside - Right Red	
			Color, Lt DS Front Inside - Left Red	
			Color, Lt PS Front Inside - Right Red	
			Color, Q Bezel and Trim - Polished Chrome	
304	0558676		Daytime Running Lights, Headlights, Vel/Imp, Enf/AXT-MUX, (Low Beam)	1
305	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
306	0540692		Lights, Side Zone Lower, Wln M6*C LED, Clear Lens, 3pr, Ovr 25	1
			Location, Lights Front Side - c)each side, front custom cab corner	
			Color, Lt Side Front - Red	
			Color, Lt Side Middle - Red	
			Color, Lt Side Rear - Red	
			Location, Lights Mid Side - Over Front Wheels	
			Location, Lights Rear Side - Over Rear Wheels	
307	0895725		Lights, Door Interior Flash, 4 Dr Cab, Wln M2**	1
			Color, Lens, LEDs - Clear	
			Color, Trim - Chrome Trim	
			Control, Door Int Flash - None (Doors only)	
			Location, Light, Door Int Flash - Low and Outside	
			Color, Lt Cab Left - Amber Flashing	
			Color, Lt Cab Right - Amber Flashing	
			Color, Lt Crew Cab Left - Amber Flashing	
			Color, Lt Crew Cab Right - Amber Flashing	
308	0815847		Connectors, Door Interior Flash, All Cabs, Weatherproof	1
309	0672937		Lights, Side, Wln WIONSMC* LED, Chrome Flange, Mtd In Rub Rail, 1st	14
			Location, Lights - 14 total 7 each side: (1) each side centered under tractor compartments LS7, RS7; (1) centered under each compartment LS6, RS6, LS5, RS5, LS4, RS4, LS3, RS3, LS2, RS2, LS1 and RS1	
			Qty, - 14	
			Color, Lights, Warning - gla) red	
			Control, Light - b) side warning	
310	0564655		Lights, Rear Zn Lwr, Wln M6*C LED, Clear Lens, For Tail Lt Housing	1
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - r) PS Rear Lt Red	
311	0686562		Light, Rear Zone Up, Wln MCFLED2* LED	1
			Color, Lens, LED's - c)clear	
			Color, Lt, Rear Upper DS - r) DS Rear Upper Red	
			Color, Lt, Rear Upper PS - a) PS Upper Rear Amber	
312	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
313	0761481		Light Twr, CL SL442D-RT, 12 Volt DC LED, Cld 4lts	1
			Light, Strobe, Lt Tower - a) Amber Strobe Light	
			Light, Model LED DC - Whelen PFH2	
			Back Light - Back Light Included	
314	0664472		Location, Light Tower, Crew Cab Roof	1
315	0664794		Controller, Light Tower, CL, Wired Hndhld	1
316	0664791		Location, Light Tower Controller, Driver's Side Front Body Compartment	1
317	0006824		Holder, Junction Box, Tread Plate Aluminum	2
			Qty, - 02	
			Location, Junction Box Holder - Mount At Pick-Up	
318	0781579		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	1
			Qty, - 01	
			Location 1 - engine tunnel area by AC drain pipe officer side	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall Plate(s)	
319	0779722		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body	1
			Qty, - 01	
			Location 1 - RS4 compartment forward wall lower below transverse shelf	

Line	Option	Type	Option Description	Qty
319			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall Plate(s)	
320	0519934		Not Required, Brand, Hydraulic Tool System	1
321	0649753		Not Required, PTO Driven Hydraulic Tool System	1
322	0755072		Aerial, 107' ASL, 750/500 Tip, 50 MPH Wind, Tiller	1
323	0762413		Light, Boom Support, Amdor AY-LB-12HW012, 12" LED	1
324	0755127		Tie Down, Rope, Per Pair, 9000lb Rating, Trailer Gooseneck, Tiller	1
			Qty, Pair - 01	
			Finish, Tie Down - chrome plated	
			Location, Rope Tie Down - Tiller Gooseneck Forward	
325	0680821		Boom Panel, Pair	1
			Paint Color, Predefined - Maroon 263	
326	0526890		Not Required, Indicator, Extension	1
327	0723719		Steps, Folding, Four, Aerial Device, Trident	1
			Coating, Step - luminescent	
			Light, Aerial Device Folding Step - integrated LED, Four	
			Finish, Aerial Device Folding Step - bright finish	
328	0688232		Rung Covers, Aerial Device	1
			Rung Cover Color - Photoluminescent	
329	0678711		Brackets, Stokes Storage, Base Section, Inboard of Boom Panel	1
			Qty, - 01	
			Finish - DA Finish	
			Location, Aerial Device - right side	
330	0678641		Brackets Only, Pike Pole, Aerial Fly Section	1
			Qty, - 01	
			Pike Pole Make/Model - Fire Hooks Unlimited 10' New York Roof Hook	
331	0623645		Aerial Stability Test, Maximum Tip Options	1
332	0678815		Brackets Only, Axe, 6lb or 8lb, Aerial Fly Section	1
333	0678539		Brackets Only, Roof/Wall Ladder, Aerial Fly Section	1
			Finish - DA Finish	
			Roof Ladder, Make/Model - 18' Duo-Safety 875-DR	
334	0601972		Lights, Turntable Walkway, P25, LED	1
335	0601949		Light, Turntable Console, TecNiq T-10, LED Strip Light	1
336	0682164		Cover, Around Aerial Rotation Bearing	1
			Material - Smooth Alum Painted Turntable	
337	0814632		Control Stations, ASL Tiller, MUX, Color Display, CL714	1
338	0743299		Remote Tip Controls, ASL/105' MUX	1
339	0789602		Stabilizers, ASL Tractor Drawn Steel Aerial, Split Pan, 17' Spread	1
			Material, Stabilizer Pad - Composite	
340	0728961		Stabilizer Pan Material	1
			Stabilizer Panels - smooth aluminum, painted to match lower body color	
341	0530817		Aerial Stabilizer Pins	1
342	0779621		Doors, Stabilizer Control Box, Valve/Electrical Distribution Box, Tiller	1
			Hinge Location - Bottom	
			Latch, Stabilizer Door - Lift and Turn Latch, Flush	
			Door, Material & Finish, Stabilizer - Aluminum Treadplate	
			Door, Material & Finish, Access - Aluminum Treadplate	
			Latch, Door, Access - lift and turn latch, flush	
343	0629913		Lights, Stabilizer Pad Locator, Wln Micro MPB*, Rec Stb S Pn, Sw Ft	2
			Qty, - 02	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - e) No Control	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Switch, Lt Control 4 DC,4 - d) No Control	
			Color, Wln Lt Housing - Black Paint	
344	0786011		Hydraulic System, ASL Tiller	1
345	0786880		Swivels, D-Series w/Encoder, ASL-Tandem/Tiller, MUX (32 Collector Rings)	1
346	0709718		Electrical System, ASL Tiller, MUX	1
347	0804781		Aerial Scene Lts Separated into Aerial Tip Category and Aerial Tracking Category	1
348	0803462		Lights, Tip, Wln MP** LED, 2lts	1
			Color, Wln Lt Housing - White Paint	
			Scene Lt Optics LH Fly - Spot Left	
			Scene Lt Optics RH Fly - Spot Right	

Line	Option	Type	Option Description	Qty
348			Mount, Wln II - Pedestal Mnt, Low Profile MP**	
349	0802753		Lights, Tracking, Wln MP** LED, 2lts	1
			Location, Sw, Arl DC Lts - m) 2 locations	
			Color, Wln Lt Housing - White Paint	
			Scene Lt Optics LH Base - Left Spot	
			Scene Lt Optics RH Base - R Spot	
			Mount, Wln II - Pedestal Mnt, Low Profile MP**	
350	0653677		Lighting, Rung, LED, TecNiq, 4 Section, Base, Lower/Upper Mid, Fly	1
			Control, Aerial Rung Lighting - Turntable Sw w/Aerial Mstr and Turntable Sw w/Master Batt Sw	
			Color, Lt Aerial Fly Sect - Blue	
			Color, Lt Aerial Base Sect - Blue	
			Color, Lt Aerial Lower Mid Sect - Blue	
			Color, Lt Aerial Upper Mid Sect - Blue	
351	0540737		Lights, Stabilizer Warn (1) Set, Wln M6*C LED, Clear Lens	1
			Color, Lt Rr Stabilzr Pan - r) Pan Light Red	
352	0068703		Lights, Grote Supernova LED, Stabilizer Beam, (1) Set	1
353	0601973		Lights, Stabilizer Scene, (1) set, Truck-Lite 44042C, LED	1
354	0783034		DC Power To Aerial Tip, 13.92 Amps @ 12 Volt DC, ASL	1
355	0737181		Intercom, 2-Way Fire Research ICA910 Hands Free	1
356	0540895		Not Required, Breathing Air to Tip, Aerial Ladder	1
357	0024742		Not Required, Mask, Breathing Air To Tip	1
358	0066919		Not Required, Raised Pedestal, Tiller	1
359	0595357		Rope Tie Bar At Base Section, for Lyfe Pulley, DA Box, Ascendant, 105', Tiller	1
360	0808215		LyfePulley, Rescue System	1
361	0604457		Lifting Eye Assembly, Rope Rescue Attachment, ASL, LSL	1
362	0530826		Turntable Access, ManSaver Bars, Yellow	1
363	0790402		Waterway, High Flow, ASL-Tiller	1
364	0632855		Monitor, Akron 3480 StreamMaster II Electric w/Extended Vertical Travel	1
			Nozzle, Monitor 1 PAL - Akron 5178 Electric 1500 gpm	
365	0805802		Wireless Monitor Remote Control, Model 6047, w/Charger, Akron	1
			Wireless Remote Frequency, Akron - 900 MHz (300 feet range)	
366	0010758		Flow Meter, Waterway, PAL, 110' Ascendant, MUX	1
367	0512000		Inlet, Aerial Waterway, 4.00" Plumbing with 5.00" Inlet, Tiller	1
368	0673128		Quick-Lock Waterway Locking System, 100' HDL, 105' HDL, ASL	1
369	0047897		Tools, Aerial	1
370	0559494		Manuals and Training, 3 Consecutive Days, Ascendant Ladder, PAL, English	1
371	0832200		Cab, Tiller, Sliding Doors, 2025	1
372	0726222		Sun Visor, Smoked Lexan, Tiller Cab	1
			Sun Visor Retention - (1) Thumb Latch	
373	0636262		Light, Dome, Weldon Dual LED 1lt	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Door Switches and Lens Switch	
			Control, Dome Lt Color - Lens Switch	
374	0032119		Heater, Tiller Cab, Diesel, Med-Harsh Climates	1
375	0555793		Not Required, Air Conditioner, Tiller Cab, Tiller	1
376	0695671		Seat, Tiller, Pierce PS6, Premium, Air Ride Hi-Back	1
377	0554699		Steps, Tiller Cab Access, Moved Rearward, Each Side	1
378	0839141		Tiller Warning Ind, Cab, Alarm Silence Sw **	1
379	0673345		Mirror, 8" Round Convex, Special Wedge Bracket, Tiller Cab (PR)	1
380	0781340	SP	Push Button Switch, Engine Start Lower Tiller Cab Dash, Override Tractor Cab	1
			Location - best location left side, with master override in tractor cab	
381	0051052		Window Defrost Fans (2)	1
			Location - front tiller cab corners	
382	0548464		Footswitch, Buzzer Signaling System, Location	1
			Location - PS floorboard	
383	0503743		Door Stop, Rubber Bumper, w/Door Plate, Tiller Cab Doors	1
384	0626771		Trailer, 3.00" Extended Gooseneck, Single Axle Only, Tiller	1
385	0090681		Walkway, Turntable to Body, Tiller	1
386	0052481		Axle, Tiller Trailer, Oshkosh TAK-4, Non Drive, 22,800#	1
387	0032125		Steering, Sheppard M110 w/tilt, TAK-4, Tiller Trailer	1

Line	Option	Type	Option Description	Qty
388	0652502		Brakes, Meritor, EX225, 17", Disc Plus, TAK-4, Tiller	1
389	0052483		Suspension, Tiller, 22,800#	1
390	0898937		Tires, Goodyear, Armor MAX MSA, 425/65R22.5 20 Ply (tiller)	1
391	0037030		Wheels, Alum. Alcoa, 22.50" x 12.25" (385/425), Tiller	1
392	0037050		Oil Seals, Tiller Axle	1
393	0746742		Hitch, Receiver, Rear, Centered, 10,000lb Rating, Paint Feature, Tiller	1
			Paint Color, Predefined - #101 black	
394	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 2	
395	0816498		NFPA Required Loose Equipment, Aerial, NFPA/ULC 2024, Provided by Fire Dept	1
396	0816939		Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department	1
397	0816937		Extinguisher, 2.5 Gal. Pressurized Water, NFPA/ULC 2024, Provided by Fire Dept	1
398	0007482		Not Required, Crowbars	1
399	0007484		Not Required, Claw Tools	1
400	0820494		Not Required, Axe, Flathead, Fire Department Omits, NFPA/ULC 2024	1
401	0820495		Not Required, Axe, Pickhead, Fire Department Omits, NFPA/ULC 2024	1
402	0007494		Not Required, Sledgehammers	1
403	0741569		Paint Process / Environmental Requirements, Appleton	1
404	0709566		Paint, Two-Tone Color, Enforcer	1
			Paint Color, Upper Area, Predefined - #101 Black	
			Shield, Cab - Standard Shield	
			Paint Color, Lower Area, Predefined - Maroon 263	
			Paint Break, Cab - Standard Two-Tone Cab Break	
405	0709845		Paint, Single Color, Body	1
			Paint, Body - Match Lower Cab	
406	0509328		Paint, Single Color, Tiller Cab	1
			Paint, Color - Black 101	
407	0636524		Coating, Chassis Frame Assy, With Liner, Hot Dip Galvanized	1
			Paint Color, Frame Assembly, Predefined - Lower Job Color	
408	0693797		No Paint Required, Aluminum Front Wheels	1
409	0687653		Paint, Rear Wheels, Single Axle, Alum-Stl	1
			Paint, Wheels - Powder Coat Black #101	
410	0809564		No Paint Required, Aluminum Tiller Wheels	1
411	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Black #101	
412	0509165		Coating, UL-LX, Fuel Tank, Black	1
413	0007230		Compartment, Painted, Spatter Gray	1
414	0790913		Aerial Ladder Paint, Incl Gooseneck, Stabilizers, Tiller	1
			Paint Color, Aerial Device - Black 101	
			Paint Color, Egress - #263 maroon	
			Paint Color, Turntable - Black 101	
			Paint Color, Boom Support - black 101	
			Paint Color, Cylinders - black 101	
			Paint Color, Aerial Stabilizers - bright silver metallic 224	
			Paint Color, Aerial Rotation Motor - Black	
			Paint Color, Aerial Control Console - black 101	
			Paint Color, Trailer Gooseneck, 5th Wheel - black 101	
415	0610031		Reflective Band, Provided by Fire Department, ULC	1
416	0610034		Reflective Band Across Cab Face, Provided by Fire Department, ULC	1
417	0583446		Stripe, Chevron, Rear, Diamond Grade, Tiller	1
			Color, Rear Chevron DG - fluorescent yellow green	
418	0598754		Stripe, Reflective/Diamond Grade, 4.00" on Stabilizers	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
419	0065687		Stripe, Reflective, Cab Doors Interior	1
			Color, Reflective - a) white	
420	0543998		Stripe, Reflective, Tillerman Doors Interior	1
			Color, Reflective - e) black	
421	0027286		Not Required, Lettering Specs	1
422	0007472		[Lettering not Requested]	1
423	0769753		Emblem, American Flag Painted on Cab Grille, All Custom Chassis	1
424	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	

Line	Option	Type	Option Description	Qty
425	0772037		Manual, Chassis Service, USB Flash Drive, Custom Qty, - 01	1
426	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom, English	1
427	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
428	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
429	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
430	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
431	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
432	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
433	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
434	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
435	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
436	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
437	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
438	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
439	0685945		Warranty, Transmission Cooler, WA0216	1
440	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
441	0690936		Warranty, Roll up Doors, Not Required	1
442	0006999		Warranty, Structure, 20 Year, Aerial Device, WA0052	1
443	0687388		Warranty, Swivels, 5 Year, Aerial Device, WA0197	1
444	0685727		Warranty, Hydraulic System and Components, 3 Year/5 Year, WA0200	1
445	0687327		Warranty, Waterway, 10 Year, Aerial Device, WA0198	1
446	0595860		Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047	1
447	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
448	0593921		Not Required, Warranty, No Lettering	1
449	0819254		Certification, Vehicle Stability, CD0196	1
450	0808564		Certification, Engine Installation, Enf, Cummins X15, 2027	1
451	0686786		Certification, Power Steering, CD0098	1
452	0892691		Certification, Cab Integrity, Saber FR/Enforcer, CD0189	1
453	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
454	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
455	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
456	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
457	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
458	0545073		Amp Draw Report, NFPA Current Edition	1
459	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
460	0799248		Appleton/Florida BTO	1
461	0000029		TILLER BODY	1
462	0000012		PIERCE CHASSIS	1
463	0004713		ENGINE, OTHER	1
464	0046396		EVS 4000 Series TRANSMISSION	1
465	0020037		NO PUMP	1
466	0020015		ABS SYSTEM	1
467	0755455		AERIAL HIGH	1



Option List

4/14/2026

Customer:	City of Carmel Fire Department	Bid Number:	1666
Representative:	Davis, Garry	Job Number:	
Organization:	MacQueen Emergency Group	Number of Units:	2
Requirements Manager:		Bid Date:	06/25/2026
Description:	Sourcewell 789 - Pumper - 1250GPM - 152" 2nd Gen Same	Stock Number:	
Body:	Pumper, Medium, Aluminum, 2nd Gen	Price Level:	54 (Current: 54)
Chassis:	Enforcer Chassis	Lane:	Lane 1

Line	Option	Type	Option Description	Qty
1	0766611		Boiler Plates, Pumper	1
			Fire Department/Customer - City of Carmel Fire Department	
			Operating/In conjunction W-Service Center - Operating	
			Miles - 25 Miles	
			Number of Fire Dept/Municipalities - 15	
			Bidder/Sales Organization - MacQueen Emergency Group	
			Delivery - Delivery representative	
			Dealership/Sales Organization, Service - MacQueen Emergency Group	
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0764706	SP	BMP Truck - Pre-Approval at Bid - Approved Option Will Be Required at Booking	1
7	0670275		Unit to be Similar in some Aspects, Excluding Pump Panel	1
			Fill in Blank - A duplicate of 34169 & 36745 - Photo's of this unit located within the stage 7 E-folder.	
8	0816491		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1
9	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
10	0588611		Vehicle Certification, Pumper	1
11	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
12	0816495		Certification, Vehicle Inspection Program, NFPA 1900	1
13	0000114		Inspection Trip(s)	2
			Qty, - 02	
			Fill in Blank - six (6)	
14	0000113		Table of Contents	1
15	0766110		Consortium, Sourcewell	1
16	0537375		Unit of Measure, US Gallons	1
17	0030006		Bid Bond Not Requested	1
18	0816574		Performance Bond, 100% with Warranty Bond, 1 Yr, and Payment Bond, PPI Terms **	1
			Percentage, Contract - 100	
19	0000007		Approval Drawing	1
20	0002928		Electrical Diagrams	1
21	0649754		Enforcer Chassis	1
22	0000110		Wheelbase	1
			Wheelbase - 192.50"	
23	0000070		GVW Rating	1
			GVW rating - 43,500#	
24	0729280		Frame Rails, 13.38 x 3.50 x .375, Enforcer	1
25	0889469		Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 56" QVal	1
26	0629940		Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Enforcer	1
27	0010427		Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/Enf/SFR	1
28	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/Enf	1
29	0000322		Oil Seals, Front Axle	1
30	0899438		Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply	1
31	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
32	0530457		Axle, Rear, Meritor RS23-186, 24,000 lb Saber/Enforcer	1
33	0544253		Top Speed of Vehicle, 68 MPH /109 KPH	1
34	0565379		Suspen, Rear, Single Slipper Spring, 24,000 lb, Saber/Enforcer	1
35	0000485		Oil Seals, Rear Axle	1
36	0782805		Tires, Rear, Goodyear, Armor Max MSD, 12R22.50, LRH, Single	1
37	0654750		Wheels, Rear, Alcoa-Accuride, 22.50" x 9.00", Aluminum-Steel, Hub Pilot, Single	1

Line	Option	Type	Option Description	Qty
38	0589368		Tire Balancing, All, Single Axle	1
39	0606653		Tire PSI and Temp Monitoring System, Bendix Smartire, CZIII	1
			Qty, Tire Pressure Sensor - 6	
40	0801909		Lug Nut, Covers, Chrome	1
41	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
42	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
43	0002045		Mud Flap, Front and Rear, Pierce Logo	1
44	0544802		Chocks, Wheel, SAC-44-E, Folding, (Up to 44" Diameter Tires)	1
			Qty, Pair - 01	
45	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Tire, Forward and Rearward	
46	0820509		ESC/ABS/ATC Wabco Brake System, Single Rear Axle, NFPA 1900/ULC	1
47	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
48	0509206		Brakes, Meritor, EX225, Disc Plus, Rear, Single Axle	1
49	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
50	0644232		Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
			Paint Color, Air Tanks - Black #98	
51	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
52	0000790		Brake Lines, Nylon	1
53	0000854		Air Inlet, w/Disconnect Coupling	1
			Location, Air Coupling(s) - DS Step Well, Forward	
			Qty, Air Coupling (s) - 1	
54	0685501		Outlet, Air, with shut off valve, Milton 715 and 727	1
			Location, Air Coupling(s) - DS Pump Panel	
			Qty, Air Coupling (s) - 1	
55	0000853		Compressor, Air, Kussmaul 091-9 12V Brake System	1
			Location - behind driver seat	
56	0615609		Fittings, Compression Type, Entire Apparatus, Single Rear Axle	1
57	0812267		Engine, Cummins X15, 525 hp, 1850 lb-ft, W/OBD, EPA 2027, Enforcer	1
58	0811409		Not Required, Engine Contingency Adjustment	1
59	0730808		Filters, Remote Mounted, Oil, Fuel, X15, VEL/AXT/Enf	1
60	0001244		High Idle w/Electronic Engine, Custom	1
61	0681846	SP	Retarder, Telma Driveline Focal Mt, Single Axle, 1st/2nd Stage w/Accel,No Switch	1
62	0622035		Clutch, Fan, Air Actuated, Fan Clutch Disengaged Switch, Enforcer MUX	1
63	0644573		Air Intake, Water & Ember Screen, Saber FR/Enforcer	1
64	0814375		Exhaust System, Horizontal, Right Side	1
			Exhaust, Diffuser - Aluminized Steel (Standard)	
			Exhaust, Material/Finish - Aluminized Steel (Standard)	
			Location, Diffuser Termination - 2.00" Past Rub Rail (Standard)	
			Tip, Exhaust - Straight Tip (Standard)	
65	0829493		Radiator, Enforcer X15	1
66	0722490		Cooling Hoses, Gates Silicone and Rubber Combination - Custom	1
67	0603200	SP	Fuel Tank, 75 Gallon, Left Side Fill, Aluminum, Qtm/AXT/Vel/Imp/SFR/Enf	1
			Finish - Painted lower body color	
			Finish, Fuel Tank - Painted	
68	0001129		Lines, Fuel	1
69	0595087		DEF Tank, 4.5 Gallon, LS Fill, Forward of Rear Axle	1
			Door, Material & Finish, DEF Tank - Polished Stainless	
70	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	1
71	0582243		Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
72	0699437		Cooler, Chassis Fuel, Not Req'd.	1
73	0578959		Fuel/Water Separator, Racor Inline	1
74	0887546		Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	1
75	0625331		Transmission, Shifter, 6-Spd, Push Button, 4000 EVS	1
76	0684459		Transmission Oil Cooler, Modine, External	1
77	0801876		Fluid, 4000 Series Trans, Allison Approved TES-668 Synthetic, IPOS, Custom	1
78	0001375		Driveline, Spicer 1810	1
79	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
80	0605356		Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1
81	0681841		Logo/Emblem, Not Required	1

Line	Option	Type	Option Description	Qty
82	0606433		Bumper, 19" Ext, Fab, .25" Steel, Paint Feat, SFR/Enf Paint, Color - lower body color	1
83	0637817		Tray, Hose, Center, 19" Bumper, Inside Air Horns, 16" Deep, 13" Below/3" Above Grating, Bumper extension - Grating, Rubber Capacity, Bumper Tray - 21) 150' of 1.75"	1
84	0633479		Hose Restraint, Bumper Tray, Velcro Straps, Pair Qty, Pair - 01	1
85	0637790		Tray, (1) Hose Right Side of Bumper, 16" Deep, 13" Below & 3" Above Grating, Bumper extension - Grating, Rubber Capacity, Bumper Tray - 30) 40' of 5.00"	1
86	0633453		Hose Restraint, Bumper Tray, Velcro Straps, Pair Qty, Pair - 01	1
87	0778092		Lift & Tow Package, Enforcer	1
88	0002270		Tow Hooks, Chrome, Below Deck	1
89	0648332		Cab, Enforcer, 7010	1
90	0727969		Engine Tunnel, X15, Foil Insulation w/Mech Fasteners, Enforcer	1
91	0887601		Cab Insulation, Enforcer/Saber FR	1
92	0610508		Rear Wall, Interior, Adjustable Seating, Not Available	1
93	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer Material, Exterior Rear Wall - Aluminum Treadplate	1
94	0639727		Cab Lift, Elec/Hyd, Manual Override, Saber FR/Enforcer	1
95	0695930		Grille, Bright Finished, Front of Cab, Enforcer	1
96	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab Material Trim/Scuffplate - c) S/S, Polished	1
97	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer	1
98	0015440		No Chrome Molding, On side of cab	1
99	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
100	0648170		Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Raised Roof Key Model, Cab Doors - 751 Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	1
101	0655544		Door Panel, Painted Aluminum, Saber/Enforcer 4-Door Cab	1
102	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
103	0638310		Steps, 4-Door Cab, Saber FR/Enforcer Step Well Material - Aluminum Treadplate	1
104	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
105	0892638		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts Color, Trim - Chrome Housing	1
106	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
107	0637984		Window, Side of C/C, Fixed, SFR/Enf	1
108	0012090		Not Required, Windows, Front/Side of raised roof	1
109	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
110	0809941	SP	Compt, 16.50 W x 75.50 H x 15/10 D, Ea Side C/C, Dbl Pan, SFR/Enf Light, Tall Transverse Compt - Pierce, Hinged Side Finish, Cab Compt/Component - Spatter Gray Door, Cab Exterior Cabinet - Double Pan, (2), Non-Locking Door, Exterior Stop - 2-Stay Arm	1
111	0839045		Scuffplate, Inner Door Pan, Aux Cab Compts, Each Qty, - 02 Material Trim/Scuffplate - c) S/S, Polished location - crew cab aux doors	2
112	0607899		Scuffplate, Polished S/S, Bottom of Door Frame, Each Qty, - 02 location - Each auxiliary crew cab compartment	2
113	0894089		Dash, Heavy Duty Metal, Enforcer ** Material Finish, Metal Dash - Match Interior Paint	1
114	0607217		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Saber FR/Enforcer Mounting Provision Spacing - 1.00"	1
115	0664351		Material Finish, Cab Interior - Painted Pac Trac, Installed in Cab/Crew Cab Location - back wall of crew cab above the forward facing seats, full width of the wall and height of that area Qty, - 02	2

Line	Option	Type	Option Description	Qty
116	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray Engine Tunnel Cover - Painted Cab Interior Rear Wall Material - Painted Aluminum	1
117	0753903		Cab Interior, Paint Color, Saber FR/Enforcer Color, Cab Interior Paint - i) fire smoke gray	1
118	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
119	0722038		HVAC, Heavy-Duty, Enforcer, w/X15, CARE Paint Color, A/C Condenser - Painted to Match Cab Roof HVAC System, Filter Access - Removable Panel Auxiliary Cab Heater - Both HVAC System, Control Loc. - Panel Position #12 Plenum Cover Material - Metal, Painted	1
120	0012122		Fans, Window Defrost, One (1) Fan on Each Side	1
121	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, SFR/Enf Sun Visor Retention - No Retention	1
122	0634328		Grab Handles, Driver and Officer Door Posts, SFR/Enf	1
123	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim Qty, - 01	1
124	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT Latch, Door, Storage - Lift and Turn Latch, Flush	1
125	0599959		Straps, Velcro, Map Box, Custom Chassis Qty, - 1 Location, Map Box/Straps - Shipped Loose	1
126	0002508		Map Box, 3 Bin/30 deg Slant, Custom Chassis Qty, - 1 Location, Map Box/Straps - Shipped Loose	1
127	0828042		Side Roll and Frontal Impact Protection, SRS **	1
128	0622617		Seating Capacity, 6 Belted Seats	1
129	0636955		Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, PRIMARY, SFR/Enf	1
130	0636942		Seat, Officer, Pierce PSV, Fixed, SCBA, Safety, PRIMARY, SFR/Enf	1
131	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer Latch, Door, Storage - Lift and Turn Latch, Flush	1
132	0630152		Seat, Rr Fcng C/C, LS Otbrd, Pierce PSV, SCBA, 17" Btm, Safety, PRIMARY, SFR/Enf	1
133	0102783		Not Required, Seat, Rr Facing C/C, Center	1
134	0630150		Seat, Rr Fcng C/C, RS Otbrd, Pierce PSV, SCBA, 17" Btm, Safety, PRIMARY, SFR/Enf	1
135	0108189		Not Required, Seat, Forward Facing C/C, LS Outboard	1
136	0832124	SP	Seat, Fwd Fcng C/C, Ctr, (2)PSV,(1)SCBA,(1)Hi-Bk,17",Sfty,5.5",Rsr,SECONDARY,Enf Location, Seat - Driver side	1
137	0108190		Not Required, Seat, Forward Facing C/C, RS Outboard	1
138	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray Qty, - 06	6
139	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 04	4
140	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer Seat Belt Color - Red	1
141	0817557		Helmet Storage, Provided by Fire Department, NFPA/ULC 2024	1
142	0647647		Lights, Dome, FRP Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Grey Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch	1
143	0896451		Enhanced Software for Cab and Crew Cab Dome Lts	1
144	0893594		Spotlight, Golight Stryker, Model 30**4ST, LED, 1 Lt Location - centered over lightbar Color, GoLt - Black Bracket, Spotlight - Pedestal - 1 Lt	1
145	0893520		Controller, Spotlight, Golight Stryker ST, Wired Dash Mt, 1 Lt	1
146	0646149		Location, Spotlight Controller, Officer's Side, Overhead	1
147	0816997		Portable Hand Light, Provided by Fire Dept, NFPA/ULC 2024	1

Line	Option	Type	Option Description	Qty
148	0622803		Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX	1
149	0509511		Air Restriction Indicator, Imp/Vel, AXT, Enf MUX	1
150	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
151	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
152	0622798		Switching, Cab Instrument Lower Console & Overhead, Rocker MUX, Enforcer	1
153	0802942		Wiper Control, 2-Speed with Intermittent, Wired to Prk Brk, MUX, Enforcer	1
			Location, Wiper Control - Above Ignition	
154	0834413		USB, Cab, 4, 12V DC, Dual USB Termination, Batt Dir. NFPA1900/ULC	1
			USB, Type - USB Combo A & C	
155	0547322		Wiring, Spare, 15 A 12V DC, Switch Feature 1st	1
			Qty, - 01	
			12vdc power from - Battery switched	
			Wire termination - Butt Splice	
			Location - distribution panel	
			Switch, Lt Control 1 DC - ds) DS Switch Panel	
			Switch, Lt Control 2 DC - n) No Control	
156	0547328		Wiring, Spare, 20 A 12V DC, Switch Feature 1st	1
			Qty, - 01	
			12vdc power from - Battery switched	
			Wire termination - 10-Place Bus Bar w/Cover	
			Location - behind officer seat	
			Switch, Lt Control 1 DC - n) No Control	
			Switch, Lt Control 2 DC - n) No Control	
157	0821287		Wiring, Spare, 30 A 12V DC, 6 Ckt FB, Blue Sea 5025 B+, 1st NFPA1900/ULC	1
			12vdc power from - Isolated battery	
			Location - inside seat riser crew cab forward facing seats	
158	0697394		Instrument Panel Layout, Match Existing	1
			Fill in Blank - 34169	
159	0887964	SP	Bracket, Mounting, 3 Rocker Sw and 1 PTT Buttons, Stainless Steel	1
			Location - officer side engine tunnel on the slope forward as possible (see file "34169 Carmel Switch Bracket.msg" in 36745 Stage 7 job E folder for hot slip photo	
160	0814201		Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714	1
			System Of Measurement - US Customary	
161	0816633		Collision Mitigation, HAAS Alert (R2V), HA7	1
			Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	
162	0606247		Vehicle Data Recorder w/CZ Display Seat Belt Monitor	1
163	0897275	SP	Pre-Wire Remote Push-To-Talk, Sigtronics, 4 Cond.	1
			Qty, - 1	
			Location 1 - panel #9 where 262 switch would have been marked up IP layout	
			Location 2 - location #4 overhead where sigtronics box is see IP layout	
164	0696438		Antenna Mount, Custom Chassis, Cable Routed to Radio Box	1
			Location - above officer behind lightbar	
			Qty, - 01	
165	0814902	SP	Camera, Pro-Vision, LS Mux, F/F, RS, LS, R, Cameras, HD HVR, View, AHD	1
			Location - center of windshield	
			Location 1 - behind officer seat	
			Location, Event Button - Driver Side Dash	
166	0814831		Not Required, Camera Switcher	1
167	0511071		Guard, 4-Way, Rear Vision Camera	1
			Qty, - 01	
			Location - over rear camera	
168	0890416		Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT	1
			Color, Antenna - Black Antenna	
			Module Housings - Black Housing with Power and Status Ind	
169	0896456		Prognostics, Electrical System	1
170	0624253		Electrical System, Enforcer MUX	1
171	0634733		Batteries, (6) Interstate Grp 31, 31-MHD, 950 CCA each, 1 Iso Bat, Threaded Studs	1
172	0008621		Battery System, Single Start, All Custom Chassis	1
173	0546514		Battery Compartment, Stainless Steel, Saber/Enforcer	1
			Material Finish - Painted	

Line	Option	Type	Option Description	Qty
174	0812586		Charger, Sngl Sys, Kussmaul, Chief 091-266-12-60, 60 Amp	1
175	0814869		Location, Cab, Charger, Behind Driver Seat	1
176	0811943		Panel, Remote Control, Kussmaul, Chief 091-266-RCP	1
177	0814939		Location, Cab, Ind/Remote, Driver's Seat Riser	1
178	0811952		Not Required, Indicator/Remote Status	1
179	0824337		Not Required, Location Ind/Remote	1
180	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01	
			Color, Kussmaul Cover - b) red	
			Shoreline Connection - Battery Charger	
181	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Step Well	
182	0647728		Alternator, 430 amp, Delco Remy 55SI	1
183	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
184	0780484		Headlights, Rect LED, HiViz FT-4X6-4KIT, AXT/Enf/Imp/Sab/Vel	1
185	0840415		Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Enf/Sab	1
			Color, Lens, LED's - Clear	
			Color, Trim - Chrome Trim	
186	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
187	0647802		Lights, Clearance/Marker/ID, Front, P25 LED 5 Lts, Saber FR/Enforcer	1
188	0647929		Lights, Directional/Marker, Cab Front Side, Truck-Lite 19036YLED, AXT/Enf MUX	1
189	0627282		Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1
190	0804514		Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg	1
			Color, Lens, LED's - Clear	
			Flash Pattern, Directional Lts - Steady On (Arrow)	
191	0806466		Lights, Backup, Wln M62BU, LED, For Tail Lt Housing	1
192	0663884		Bracket, License Plate & Light, P25 LED, Temp Under Tailbrd	1
			Location - install under the DS rear tailboard	
193	0556842		Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
194	0589905		Alarm, Back-up Warning, PRECO 1040	1
195	0626588		Lights, Perimeter Cab, TecNiq T10-LC00-1 15" LED 4Dr	1
196	0617901		Lights, Perimeter Pump House, TecNiq T10-LC00-1 15" LED 2lts	1
197	0626579		Lights, Perimeter Body, TecNiq T10-LC00-1 15" LED 2lts, Rear Step	1
			Control, Perimeter Lts - Parking Brake Applied	
198	0896454		Enhanced Software for Perimeter Lts	1
199	0887656		Lights, Step, TecNiq E10-W000-1 LED 4lts w/Angled Bracket	1
			Control, Scene Lts - Pump Panel Sw LS	
200	0776357		Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st	1
			Qty, - 01	
			Location, driver's/passenger's/center - Centered	
			Color, Wln Lt Housing - Black Paint	
			Control, Scene Lts - Cab Sw Panel DS	
			Scene Light Optics - Flood/Spot	
201	0768062		Lights, Wln, PCPSM1* Pioneer, 12 VDC, 2nd	1
			Location - passenger side above window between cab and crew cab door	
			Qty, - 01	
			Color, Wln Lt Housing - Black Cover	
			Control, Scene Lts - Cab Sw Panel DS	
202	0768064		Lights, Wln, PCPSM1* Pioneer, 12 VDC, 1st	1
			Location - driver side above window between cab and crew cab door	
			Qty, - 01	
			Color, Wln Lt Housing - Black Cover	
			Control, Scene Lts - Cab Sw Panel DS	
203	0766906		Lights, Wln, PCPSM1*, Pioneer, 12 VDC, 1st	1
			Location - driver side center hose bed side sheet upper	
			Qty, - 01	
			Color, Wln Lt Housing - Black Cover	
			Control, Scene Lts - Cab Sw Panel DS	
204	0766905		Lights, Wln, PCPSM1*, Pioneer, 12 VDC, 2nd	1
			Location - passenger side center hose bed side sheet upper	
			Qty, - 01	
			Color, Wln Lt Housing - Black Cover	

Line	Option	Type	Option Description	Qty
204			Control, Scene Lts - Cab Sw Panel DS	
205	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips	1
			Control, Hose Bed Lts - Cup Switch At Rear	
206	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
207	0645687		Lights, Rear Scene, WIn, M6ZC LED, 1st	2
			Qty, - 02	
			Control, Rear Scene Lts - Cab Switch Panel DS	
			Location, Scene Lights - Each Side Rear Body, High, 2lts	
208	0709438		Lights, Walk Surf, FRP Flood, LED	1
209	0060115		Pumper, Medium, Aluminum, 2nd Gen	1
210	0554271		Body Skirt Height, 20"	1
211	0013303		Tank, Water, 500 Gallon, Poly, Med, New York Style	1
212	0003405		Overflow, 4.00" Water Tank, Poly	1
213	0028107		Not Required, Foam Cell Modification	1
214	0553725		Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export	1
215	0003429		Not Required, Direct Tank Fill	1
216	0003424		Not Required, Dump Valve	1
217	0048710		Not Required, Jet Assist	1
218	0030007		Not Required, Dump Valve Chute	1
219	0514778		Not Required, Switch, Tank Dump Master	1
220	0815391		Hose Bed, Aluminum, Pumper, New York Style, Fill in the Blank Height	1
			Fill in Blank - 62	
			Material Trim/Scuffplate - c) S/S, Polished	
221	0723545		Unpainted/Dual Action Finished Aluminum Hose Bed, 2G Pumper/Tankers	1
222	0003481		Hose Bed Capacity, Special	1
			Capacity, Hose Bed - 400' of 1 3/4" DJ - 600' of 3.00" DJ, 1000' of 5.00"	
			LDH - 200' of 2 1/2" DJ	
223	0836287		Divider, Hose Bed, Unpainted, w/Handhold(s)	4
			Qty, Hose Bed Dividers - 4	
			Location, Handhold Cutout - 1 Vertical Center of Divider	
224	0806306		Straps, Top of Hose Bed	1
225	0807424		Hose Restraint, Hose Bed, Web, Rear, Separate From Top	1
			Fastener, Rear Restraint, Top - Velcro Straps/Footman Loops	
			Fastener, Rear Restraint, Bottom - Velcro Straps/Footman Loops	
226	0010133		Cross-Divider, Hose Bed	1
227	0013512		Running Boards, 12.75" Deep	1
228	0681766		Tailboard, 16" Deep, Full Width, Extended Substructure, Angled Corners	1
229	0828360		Wall, Rear, Smooth Aluminum/Body Material, Flush Rear Wall, 41.88D Rear Compt	1
230	0889713		Tow Eyes, 2G Pumper	1
231	0895820		Construction, Compt, Alum, 2G Pumper	1
232	0023650		LS 152" Rollup, Full Height Compts, FDLER	1
233	0086379		RS 152" Rollup, 3/4 Height Compts, FDLER	1
234	0594005		Doors, Rollup, Amdor, Side Compartments	5
			Qty, Door Accessory - 05	
			Color, Roll-up Door - AMDOR Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
235	0080647		Rear, Rollup, 30.75" F-F, 41.88" D	1
236	0594003		Door, Amdor, Rollup, Rear Compartment	1
			Color, Roll-up Door - AMDOR Satin Aluminum	
			Latch, Roll-up Door - Non-Locking Liftbar	
237	0554995		No Body Modification Required	1
238	0625184		Guard, Drip Pan, S/S, Rollup Door, Pumper	6
			Qty, Door Accessory - 06	
			Location, Door Guard/Drip Pan - LS1, LS2, LS3, RS1, RS3 and B1	
239	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	6
			Qty, - 06	
			Location, Compartment Lights - LS1, LS2, LS3, RS1, RS3 and B1	
240	0689538		Lights, Compt, Pierce, LED Light Strip, 54", Additional	1
			Location, Lights - P2	
			Qty, - 01	
241	0687146		Shelf Tracks, Painted	7
			Qty, Shelf Track - 07	
			Location, Shelf Track - LS1, LS2, LS3, RS1, RS2, RS3 and B1	

Line	Option	Type	Option Description	Qty
242	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations Qty, Shelf - 09 Material Finish, Shelf - Painted - Spatter Gray Location, Shelves/Trays, Predefined - RS1-Transition Point, RS3-Transition Point, RS3-Upper Third, LS1-Centered, LS2-Centered, LS3-Centered, B1-Centered, LS1-Lower Third and LS3-Lower Third	9
243	0659383		Matting, Turtle Tile w/Ramp, Compartment Floors Location - LS3, LS2, LS1, RS3, RS2, B1 and RS1 Qty, Comp. Accessory - 07 Color - 1) black Color, Tile Edge - black	7
244	0028026		Matting, Turtle Tile, Compartment Shelving Only Location - LS2, RS1, B1, (2) LS1, (2) LS3 and (2) RS3 Qty, Shelf - 09 Color - 1) black	9
245	0004016		Rub Rail, Aluminum Extruded, Side of Body	1
246	0784811		Fender Crowns, Rear, Stainless, w/Removable Liner Material Finish, Fender Liner - Painted Aluminum Lower Body	1
247	0816944		Hose, Hard Suction, Provided by Fire Department, NFPA/ULC 2024 Qty, Hard Suction Hose - 1 Length, Hard Suction Hose, Predefined - 10 Diameter, Hard Suction Hose - 5.00" Type of Hose Ends, Coupling, HSH - Rocker Lug	1
248	0035453		Trough, HSH, (1), Aluminum Location, Hose Trough/Compartment - a) left side	1
249	0626229		Handrails, Side Pump Panels, Per Print	1
250	0004126		Handrails, Beavertail, Standard	1
251	0610196		Handrail, Rear, Above Hose Bed, New York Style/Low Hose Bed Handrail Finish - Knurled Reinforcement, Hose Bed Divider - Tied to Upper Handrail/Crossbar	1
252	0657651		Compt, Air Bottle, Double, Fender Panel Qty, Air Bottle Comp - 3 Door Finish, Fender Compt - Painted Location, Fender Compt - Double - LS Fwd, Double - RS Fwd and Double - RS Rear Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting and Strap Loop	3
253	0627754	SP	Holder, Air Bottle, Zico Model UH-7-60-3-SF, Mounted in Compt w/Tracks Qty, Bracket - 01 Location, Bracket/comp. - LS3 compartment	1
254	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
255	0004230		Ladder, 14' Duo-Safety 775A Roof	1
256	0014308		Rack, Zico Quic-Lift, RS	1
257	0673708		Ladder, 10' Duo-Safety Folding 585A, w/Zico FLB Mtg Fill in Blank - passenger side top of ladders	1
258	0816920		Pike Pole, Provided by Fire Department, NFPA/ULC 2024 Qty, - 01 Pike Pole Make/Model - Fire Hooks Unlimited 8' All Purpose Hook	1
259	0816918		Pike Pole, 6', Provided by Fire Department, NFPA/ULC 2024 Qty, - 01 Pike Pole Make/Model - Fire Hooks Unlimited 6' All Purpose Hook	1
260	0004374		Holders for Pike Pole(s) on Zico Ladder Rack Qty, - 02	2
261	0004379		Bell, 12" Chrome w/Eagle, Mounted on Cab Corner	1
262	0785102		Steps, Folding, Front of Body, Cargo Bed Access, w/LED, Trident Coating, Step - black Location, Steps - Full Height Left and Right Side w/LED Light	1
263	0592994		Steps, Folding, Rear of Body, w/LED, Trident Coating, Step - black	1
264	0723431		Pump House, Side Control, 42", With Speedlay Module	1
265	0723562		Raised Pump House Structure, Side Control, With Speedlay Module	1
266	0014456		Pump, Hale, QMAX-200, 2000 GPM, Single Stage	1
267	0014482		Seal, Mechanical, Hale	1
268	0014477		Trans, Pump, Hale, Gear	1

Line	Option	Type	Option Description	Qty
269	0635600		Pumping Mode, Stationary Only	1
270	0604324		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Hale	1
271	0003148		Transmission Lock-up, EVS	1
272	0004547		Auxiliary Cooling System	1
273	0014486		Not Required, Transfer Valve, Single Stage Pump	1
274	0746501		Valve, Relief Intake, Elkhart	1
			Qty - 1	
			Pressure Setting - 150 psig	
			Intake Relief Valve Control - Behind Right Side Pump Panel	
275	0826104		Controller, Pressure, FRC, Pump Boss Max, PBA500	1
			Pressure Governor Throttle Control - Clockwise	
			Pressure Governor Default Mode - RPM Setting	
			Pressure Governor Std/Metric - Standard psi readouts	
			Pressure Governor Transducer - Single 600 PSI	
			Pressure Governor Alarm - NOT BE an additional alarm provided	
276	0072170		Primer, Trident, Air Prime, Air Operated, w/(1) Additional Priming Valve	1
			Inlet Extra Primer - Front Inlet	
277	0799802		Direct Tank Fill, 0.75" Garden Hose, No Valve's, Loc Panel	1
			location - passenger side	
278	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
279	0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
280	0089437		Plumbing Without Foam System	1
281	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
282	0820184		Cap, Main Pump Inlet, Provided by Fire Department, NFPA/ULC 2024	1
283	0084610		Valves, Akron 8000 series- All	1
284	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	1
			Qty, Inlets - 1	
285	0004700		Control, Inlet, at Valve	1
286	0004660		Inlet (1), Left Side, 2.50"	1
287	0029147		Not Required, Inlet, Right Side	1
288	0546445		Adapter, 5" Storz x 2.50" (F) NST Swivel w/Plug	1
			Qty, Adapter for Inlet - 1	
			Location, Adapter - passenger side	
289	0839495		Valve, Ball Intake, Akron Revolution	2
			Qty, Adapter for Inlet - 2	
			Location, Main Inlet Valve - Both	
			Connection, Inlet, Side B - 5.0" Storz swivel with a cap	
			Connection, Outlet, Side A - 6.0" FNST swivel long handle	
			Ball Intake Valve - 7982 (30 degree swivel inlet)	
290	0897257		Inlet, 4" to 6" Front, 5" Plumbing, w/Bleeder Valve, Top of Bumper	1
			Inlet, Size - Six	
			Drain, Suction - T Swing Handle	
			Inlet, Front, Valve - Bray 5.00"	
			Inlet, Front, Plumbing - Stainless Steel	
291	0762723		Control, Front Inlet, Akron 9327 Electric Controller	1
292	0755136		Valve, Relief Intake, Front Inlet, Elkhart	1
			Pressure Setting - 125 psig	
293	0732444		Swivel, Front Inlet, 4.00" to 6.00", w/Drain	1
			Inlet, Size - 6.00" inlet	
			Inlet Bleeder - Petcock/Snubber Style Bleeder	
			Finish, Front Inlet Elbow/Adapter - Chrome	
294	0004788		Cap, Front Inlet, Long Handle, VLH	1
295	0092569		No Rear Inlet (Large Dia) Requested	1
296	0064116		No Rear Inlet Actuation Required	1
297	0092696		Not Required, Cap, Rear Inlet	1
298	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
299	0500064		Adapter, 6" (FNST) x 5" Storz, Rigid, w/Cap, Front Inlet	1
300	0092568		No Rear Auxiliary Inlet Requested	1
301	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
302	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
303	0004905		Outlet, Tank Fill, 1.50"	1
304	0820189		Control, Outlets, Manual, Pierce HW if applicable	1

Line	Option	Type	Option Description	Qty
305	0004940		Outlet, Left Side, 2.50"	2
			Qty, Discharges - 02	
306	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
307	0092570		Not Required, Outlets, Left Side Additional	1
308	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
309	0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	
310	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
311	0092571		Not Required, Outlets, Right Side Additional	1
312	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
313	0816625		Outlet, Large Diameter, Right Side, Akron Valve	1
			Outlet, Large Diameter, Plumbing - 4.00"	
			Outlet, Large Diameter, NST Adapter - 4.00" MNST	
			Outlet, Large Diameter, Valve Actuation - Pierce large handwheel	
314	0005097		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	1
			Qty, - 01	
315	0648906		Outlet, Front, 2.50" w/2.50" Plumbing	1
			Fitting, Outlet - 2.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - in center bumper tray	
316	0005010		Outlet, Rear, 2.50" w/3" Plumbing	2
			Qty, Discharges - 02	
			Location, Outlet - c) one (1) each side	
317	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
318	0092574		Not Required, Outlet, Rear, Additional	1
319	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
320	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
321	0752096		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Vinyl Covered Cable	1
322	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
323	0005080		Reducer, 2.50" FNST x 1.50" MNST, w/Cap	5
			Qty, Adapter for Outlets - 05	
			Location, Adapter(s) - DS, PS and both rear outlets	
324	0091106		Outlet, 3.00" Deluge w/TFT Extend-a-Gun XG18, Handwheel	1
325	0092044		Monitor, TFT Crossfire XFC-52, (2) 2.5" Inlets, Package	1
			Monitor Finish - Painted by OEM	
326	0047175		No Additional Nozzle Req'd	1
327	0046857		Deluge Mount, For TFT Crossfire Monitor, TFT Manual Extend-A-Gun Only	1
328	0723972		11.00" Speedlay Module	1
			Scuffplate, Speedlay, Speedlay Module - Polished Stainless Steel	
329	0723453		Hose Restr, Spdly, 2"Nylon Web, Bottom Anchored	1
			Fastener, Hose Restraint - 2.00" Cam Buckle	
330	0723971		Speedlays, (1) 1.5", W/Poly Trays, Std. Cap.	1
			Location, Outlet Swivel, Speedlay - Top of Speedlay Hose Bed	
331	0723970		Speedlays, (1) 1.5", W/Poly Trays, Std. Cap.	1
			Location, Outlet Swivel, Speedlay - Top of Speedlay Hose Bed	
332	0723729		Not Required, Selected in New Speedlay Categories	1
333	0029196		Not Required, 2.50" Crosslay	1
334	0591145		Hose Restraint, Crosslay/Deadlay, Top/Ends, Elastic Netting	2
			Qty, - 02	
335	0723728		Not Required, Selected in New Speedlay Categories	1
336	0723727		Not Required, Selected in New Speedlay Restraint Category	1
337	0044333		Not Required, Foam System	1
338	0012126		Not Required, CAF Compressor	1
339	0552517		Not Required, Refill, Foam Tank	1
340	0042573		Not Required, Foam System Demonstration	1
341	0045465		Not Required, Foam Tanks	1
342	0091110		Not Required, Foam Tank Drain	1
343	0091079		Not Required, Foam Tank #2	1
344	0091112		Not Required, Foam Tank #2 Drain	1
345	0746445		Approval Dwg, Pump Operator's Panel, Includes Color And Label Tags	1
			Num Of Truck(s) or Sim Unit, OPER Pump Pnl, Dwg - 34169	
346	0032479		Pump Panel Configuration, Control Zone	1

Line	Option	Type	Option Description	Qty
347	0629224		Material, Pump Panels, Side Control Black UL-LX	1
			Material Finish, Pump Panel, Side Control - Black UL-LX	
			Material, Pump Panel, Side Control - Aluminum	
348	0722365		Panel, Pump Access, Front, Top and Both Sides, With Speedlay Module	1
			Latch, Pump Panel Access, Side Mount - Flush Lift and Turn, Black	
349	0005945		Light, Pump Compt	1
350	0586382		Gauges, Engine, Included With Pressure Controller	1
351	0005601		Throttle, Engine, Incl'd w/Press Controller	1
352	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
353	0549333		Indicators, Engine, Included with Pressure Controller	1
354	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
355	0080713		Control, Air Horn At Pmp Pnl, Red Button, Labeled "Evacuation"	1
356	0081262		Drains, RS, Keep Area Under Main Inlet Clear	1
357	0066121		Drains, LS, Keep Area Under Main Inlet Clear	1
358	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
359	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
360	0062586		Gauge, Water Level, Class 1, Pierce Std	1
361	0006774		Not Required, Foam Level Gauge	1
362	0682503		Light Shield/Step 8", LED, P25 LED Stp Lt	1
363	0682498		Light Shield/Step 8", PS LED, P25 LED Stp Lt	1
364	0606694		Air Horns, (2) Hadley, 6" Round, eTone, In Bumper	1
365	0606833		Location, Air Horns, Bumper, Each Side, Inside Frame, (Pos #3 & #5)	1
366	0757092		Control, Air Horn, Multi Select	1
367	0757077		Control, Air Horn, Lanyard, LS	1
			Lanyard - Nylon Rope	
368	0757072		Control, Air Horn, Rocker/Membrane Sw, RS	1
369	0533071		Siren, WIn 295SLSC1, 100 or 200 Watt, w/Plug-in/Detachable Microphone Cord	1
370	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, DS Center Sw Pnl	
371	0076156		Control, Elec Siren, Head Only	1
372	0601304		Speaker, (2) WIn, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
373	0601549		Location, Speaker, Frt Bumper, Recessed, Right Side, Outside Frame,Both(Pos 1/2)	1
374	0895310		Siren, Federal Q2B	1
			Finish, Q2B Siren - Chrome	
375	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - a) Left	
376	0748305		Control, Mech Siren, Multi Select	1
377	0748274		Control Mech Siren, Rocker/Membrane Sw, RS	1
378	0748282		Control Mech Siren, Ft Sw LS	1
379	0726839		Sw, Siren Brake, Momentary Red Rocker, Location, Hardwire	1
			Location - mounted in the special bracket on slant of engine tunnel officer side as shown on the IP. See bracket pic in the stage 7 E-folder	
380	0737437		Sw, Siren Brake, Momentary Red, Pnl 9, Saber FR/Enf	1
381	0840108		Emergency Warning System	1
			Emergency Switching - Individual Switches	
382	0824788		Not Required	1
383	0746353		Not Required, Warning Lights Intensity	1
384	0608616		Lightbar, WIn, Freedom IV-Q, 72", RRRRWROptRRWRRRR	1
			Opticom Priority - b) High	
			Opticom Activation - E-Master	
			Momentary Opticom Activation - No Activation	
			Filter, Whl Freedom Ltbrs - No Filters	
385	0016380		No Additional Lights Req'd, Side Zone Upper	1
386	0761731		Lights, Front Zone, WIn M6** M6** M6** M6**, 4lts Q Bezel, Clr Fet	1
			Color, Lens, LED's - c)clear	
			Color, Lt DS Frnt Outside - DS Front Outside Red	
			Color, Lt PS Frnt Outside - PS Front Outside Red	
			Color, Lt DS Front Inside - r) DS Front Inside Red	
			Color, Lt PS Front Inside - r) PS Front Inside Red	
			Color, Q Bezel and Trim - Polished Chrome	

Line	Option	Type	Option Description	Qty
387	0540692		Lights, Side Zone Lower, Wln M6*C LED, Clear Lens, 3pr, Ovr 25 Location, Lights Front Side - b)each side bumper Color, Lt Side Front - Red Color, Lt Side Middle - Amber Color, Lt Side Rear - Amber Location, Lights Mid Side - Over Front Wheels Location, Lights Rear Side - Over Rear Wheels	1
388	0895974		Lights, Door Interior Flash, 4 Dr Cab, Wln 3S*00F*R, 3" Round Color, Lens, LEDs - Clear Color, Trim - Chrome Trim Control, Door Int Flash - None (Doors only) Location, Light, Door Int Flash - Low and Outside Color, Lt Cab Left - Amber Flashing Color, Lt Cab Right - Amber Flashing Color, Lt Crew Cab Left - Amber Flashing Color, Lt Crew Cab Right - Amber Flashing	1
389	0815847		Connectors, Door Interior Flash, All Cabs, Weatherproof	1
390	0743910		Lights, Side, Wln M6** LED, Trm Fet 1st Location, Lights - behind the crew cab doors each side, mounted high Qty, - 02 Color, Lights, Warning - Red Flashing Color, Lens, LED's - Clear Color, Trim - Chrome Trim	2
391	0564655		Lights, Rear Zn Lwr, Wln M6*C LED, Clear Lens, For Tail Lt Housing Color, Lt DS Rear - r) DS Rear Lt Red Color, Lt PS Rear - r) PS Rear Lt Red	1
392	0686562		Light, Rear Zone Up, Wln MCFLED2* LED Color, Lens, LED's - c)clear Color, Lt, Rear Upper DS - r) DS Rear Upper Red Color, Lt, Rear Upper PS - a) PS Upper Rear Amber	1
393	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
394	0016621		Mtg, Rear Warn Lts, LS Compt Top, RS S/S Low Mt	1
395	0519934		Not Required, Brand, Hydraulic Tool System	1
396	0649753		Not Required, PTO Driven Hydraulic Tool System	1
397	0007150		Bag of Nuts and Bolts Qty, Bag Nuts and Bolts - 1	1
398	0816508		NFPA Required Loose Equipment, Pumper, NFPA/ULC 2024, Provided by Fire Dept	1
399	0816941		Soft Suction Hose, Provided by Fire Department, NFPA/ULC 2024	1
400	0610039		Strainer, Provided by Fire Department, Pumper ULC Classification	1
401	0816939		Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department	1
402	0816937		Extinguisher, 2.5 Gal. Pressurized Water, NFPA/ULC 2024, Provided by Fire Dept	1
403	0816998		Axe, Flathead, Provided by Fire Department	1
404	0817000		Axe, Pickhead, Provided by Fire Department	1
405	0741569		Paint Process / Environmental Requirements, Appleton	1
406	0709566		Paint, Two-Tone Color, Enforcer Paint Color, Upper Area, Predefined - #101 Black Shield, Cab - Standard Shield Paint Color, Lower Area, Predefined - 263 Maroon Paint Break, Cab - Standard Two-Tone Cab Break	1
407	0709833		Paint, Two-Tone Color, Body Paint Break, Body - Above Body Compt Doors Paint, Lower Body - Match Cab Lower Paint, Upper Body - Match Cab Upper	1
408	0636524		Coating, Chassis Frame Assy, With Liner, Hot Dip Galvanized Paint Color, Frame Assembly, Predefined - Gloss Black	1
409	0693797		No Paint Required, Aluminum Front Wheels	1
410	0687653		Paint, Rear Wheels, Single Axle, Alum-Stl Paint, Wheels - Powder Coat Black #101	1
411	0733739		Paint, Axle Hubs Paint, Axle Hub - Black #101	1
412	0007230		Compartment, Painted, Spatter Gray	1
413	0610031		Reflective Band, Provided by Fire Department, ULC	1
414	0610034		Reflective Band Across Cab Face, Provided by Fire Department, ULC	1

Line	Option	Type	Option Description	Qty
415	0820120		Stripe, Chevron, Rear, Diamond Grade, NFPA/ULC 2024, Pumper Color, Chevron DG - Red 983-72 Color, Chevron DG - B - Fluorescent Yellow-Green 983-23	1
416	0065687		Stripe, Reflective, Cab Doors Interior Color, Reflective - a) white	1
417	0679794		Stripe, Reflective, Two-Tone Paint Break with Shield, IPO Chrome Molding	1
418	0679788		Stripe, Vinyl, Cab Sides, IPO Chrome Molding	1
419	0027286		Not Required, Lettering Specs	1
420	0007472		[Lettering not Requested]	1
421	0769753		Emblem, American Flag Painted on Cab Grille, All Custom Chassis	1
422	0529225		Manuals, Two (2) CD, Fire Apparatus Parts, Custom Chassis	1
423	0002905		Manuals, (2) Chassis Service, Custom	1
424	0531638		Manual, Two (2) CD, Chassis Operation, Custom, English	1
425	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
426	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
427	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
428	0595766		Warranty, Frame, 50 Year, Includes Crossmembers, Custom Chassis, WA0038	1
429	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
430	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
431	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
432	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
433	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
434	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
435	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
436	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
437	0685945		Warranty, Transmission Cooler, WA0216	1
438	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
439	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
440	0693126		Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	1
441	0892410		Warranty, Pump, Hale, 5 Year Parts, 2 Year Labor, WA0388	1
442	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
443	0641372		Warranty, Foam System, Not Available	1
444	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
445	0593921		Not Required, Warranty, No Lettering	1
446	0819254		Certification, Vehicle Stability, CD0196	1
447	0808564		Certification, Engine Installation, Enf, Cummins X15, 2027	1
448	0686786		Certification, Power Steering, CD0098	1
449	0892691		Certification, Cab Integrity, Saber FR/Enforcer, CD0189	1
450	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
451	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
452	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
453	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
454	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
455	0545073		Amp Draw Report, NFPA Current Edition	1
456	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
457	0799248		Appleton/Florida BTO	1
458	0000018		PUMPER, 2ND GEN	1
459	0000012		PIERCE CHASSIS	1
460	0004713		ENGINE, OTHER	1
461	0046396		EVS 4000 Series TRANSMISSION	1
462	0020012		HALE PUMP	1
463	0020009		POLY TANK	1
464	0028047		NO FOAM SYSTEM	1
465	0020006		SIDE CONTROL	1
466	0020007		AKRON VALVES	1
467	0020014		FRONT SUCTION	1
468	0020015		ABS SYSTEM	1
469	0658751		PUMPER BASE	1

April 14, 2026

Chief Joel Thacker
City of Carmel
210 Veterans Way
Carmel, IN 46032

Subject: **Proposal for one (1) Pierce Enforcer Tiller, Proposal / Bid 1669
And two (2) Pierce Enforcer Pumpers, Proposal / Bid 1666**

Dear Chief Thacker,

With regard to the above subject, please find attached our completed proposal.

Pricing Summary:

Sale Price – \$2,501,950.00* - Enforcer Tiller 1669**
\$2,539,800.00* - \$1,269,900.00 Each - Enforcer Pumpers 1666**
\$5,041,750.00 – Total Sale Price
**Consortium Pricing, Member ID 2142.*
***Each unit listed above includes a \$10,000.00 Customer Contingency Fund.*

100% Performance Bond:

Included in the above sale price.

Prepayment Options:

Available at any time up to a month prior to the completion of vehicle(s).

Terms and Conditions:

Taxes – Not Applicable
Freight – F.O.B. – Appleton, WI / Shipping to Carmel, IN
Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI).
Delivery* – 44 - 47 months from receipt and acceptance of contract for Bid 1669.
28 - 31 months from receipt and acceptance of contract for Bid 1666.

**Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.*

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company reserves the right to update pricing in response to manufacturer-imposed increases as a result of PPI inflation. The Company will document and itemize any such price increase for the Customer's review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid **until May 15, 2026**. *After May 15, 2026, Total Sale Price will increase to approximately \$5,078,000.00.*

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 317-557-2727 or garry.davis@macqueengroup.com.

We wish to thank the City of Carmel for the opportunity to submit our proposal.

Respectfully,

Garry Davis

Garry Davis
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group

EXHIBIT B

INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

Bodily Injury by Accident/Disease:	\$500,000 each employee
Bodily Injury by Accident/Disease:	\$500,000 each accident
Bodily Injury by Accident/Disease:	\$1,000,000 policy limit

Commercial General Liability (Occurrence Basis), Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products-Completed Operations:

General Aggregate Limit (other than Products/Completed Operations):	\$2,000,000
Products/Completed Operations:	\$1,000,000
Personal & Advertising Injury Limit:	\$500,000
Each Occurrence Limit:	\$1,000,000
Damage to Premises:	\$100,000 each occurrence
Fire Damage (any one fire):	\$250,000 each occurrence
Medical Expense Limit (any one person):	\$10,000

Auto Liability (owned, hired, and non-owned)

Bodily Single Limit:	\$1,000,000 each accident
Injury and property damage:	\$1,000,000 each accident
Policy Limit:	\$1,000,000

Umbrella/Excess Liability

Each Occurrence:	\$1,000,000
Aggregate:	\$1,000,000
Maximum deductible:	\$10,000



CITY OF CARMEL, INDIANA

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

119613

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
4/15/2026			373906	Tiller and 2 Pumpers
MACQUEEN VENDOR 1125 7TH STREET EAST ST PAUL, MN 55106 -		Carmel Fire Department SHIP 210 Veterans Way TO Carmel, IN 46032-		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
109587				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1120 Fund: 0 Capital Lease Fund

Account: 44-680.04

2 Each	Pierce Enforcer Pumper, Proposal/Bid 1666	1,269,900.00	\$2,539,800.00
1 Each	Pierce Enforcer Tiller, Proposal/Bid 1669	2,501,950.00	\$2,501,950.00
1 Each	Sourcewell Consortium Pricing Member #2142	\$0.00	\$0.00
		Sub Total	\$5,041,750.00

Send Invoice To:

Carmel Fire Department

2 Civic Square

Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
------------	---------	---------	-----------------	--------

SHIPPING INSTRUCTIONS

*SHIP PREPAID.

*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, AC
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THER

ORDERED BY

TITLE

PAYMENT

\$5,041,750.00

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE
A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

Denise Snyder

Accreditation/Budget Administrator

Zac Jackson

CFO

CONTROL NO. 119613

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES ("Agreement") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City"), and Waymire A.P.S. an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 1110 44-670.00 Capital Lease Fund. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
 - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than One Hundred Ninety-Six Thousand Three Hundred Ninety-Five Dollars and Forty-One Cents (\$196,395.41) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
 - 3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof. All payments and any late payments fees shall be pursuant to Indiana Prompt Payment Statute; Ind. Code 5-17-5 *et al.*
4. **WARRANTY:**
Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their particular purpose.
5. **TIME AND PERFORMANCE:**
This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.

6. DISCLOSURE AND WARNINGS:

If requested by City, Vendor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Vendor agrees to furnish to City sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.

7. LIENS:

Vendor shall not cause or permit the filing of any lien on any of City's property. In the event any such lien is filed and Vendor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, City shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense.

8. DEFAULT:

In the event Vendor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Vendor's warranties; (b) fails to provide the Goods and Services as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Goods and Services and does not correct such failure or breach within five (5) business days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of notice from City specifying such failure or breach; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to (1) terminate all or any parts of this Agreement, without liability to Vendor; and (2) exercise all other rights and remedies available to City at law and/or in equity.

9. INSURANCE AND INDEMNIFICATION:

Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth in attached Exhibit C. Vendor shall cause its insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled without thirty (30) days prior notice to City. Vendor shall indemnify and hold harmless City from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees), without any cap or limitation, for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods and Services pursuant to or under this Agreement or Vendor's use of City property.

Vendor further agrees to indemnify, defend and hold harmless City and its officers, officials, agents and employees from all claims and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, without any cap or limitation, caused by any act or omission of Vendor and/or of any of Vendor's agents, officers, employees, contractors or subcontractors in the performance of this Agreement. The City has no indemnity obligation and will not indemnification the Vendor in regard to any liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) arising out of this Agreement. These obligations regarding indemnification shall survive the termination of this Agreement.

10. GOVERNMENT COMPLIANCE:

Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.

11. NONDISCRIMINATION:

Vendor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

12. E-VERIFY:

Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Vendor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute the Affidavit attached herein as Exhibit D, affirming that it is enrolled and participating in the E-Verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Vendor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Vendor subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify law, the City may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

13. NO IMPLIED WAIVER:

The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

14. NON-ASSIGNMENT:

Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.

15. RELATIONSHIP OF PARTIES:

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Vendor under or pursuant to this Agreement.

16. GOVERNING LAW; LAWSUITS:

This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

17. SEVERABILITY:

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.

18. NOTICE:

Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

If to City:	City of Carmel Police Department 1000 S Rangeline Road Carmel, Indiana 46032	<u>AND</u>	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
If to Vendor:	Waymire A.P.S. 820 Chadwick Street Indianapolis, IN 46225		

Notwithstanding the above, notice of termination under paragraph 19 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

19. TERMINATION:

19.1 Notwithstanding anything to the contrary contained in this Agreement, City may, upon notice to Vendor, immediately terminate this Agreement for cause, in the event of a default hereunder by Vendor and/or if sufficient funds are not appropriated or encumbered to pay for the Goods and Services to be provided hereunder. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount representing conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.2 City may terminate this Agreement at any time upon thirty (30) days prior notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount of conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.3 The City may terminate this Agreement pursuant to Paragraph 11 hereof, as appropriate.

20. REPRESENTATIONS AND WARRANTIES

The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

21. ADDITIONAL GOODS AND SERVICES

Vendor understands and agrees that City may, from time to time, request Vendor to provide additional goods and services to City. When City desires additional goods and services from Vendor, the City shall notify Vendor of such additional goods and services desired, as well as the time frame in which same are to be provided. Only after City has approved Vendor's time and cost estimate for the provision of such additional goods and services, has encumbered sufficient monies to pay for same, and has authorized Vendor, in writing, to provide such additional goods and services, shall such goods and services be provided by Vendor to City. A copy of the City's authorization documents for the purchase of additional goods and services shall be numbered and attached hereto in the order in which they are approved by City.

22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through the satisfactory completion of services and/or delivery and acceptance of goods contracted for herein.

23. HEADINGS

All heading and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

24. BINDING EFFECT

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

25. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than City and Vendor.

26. DEBARMENT AND SUSPENSION

26.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor.

26.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Vendor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

27. IRAN CERTIFICATION

Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

28. ADVICE OF COUNSEL:

The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of this Agreement, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

29. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Vendor and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

Waymire A.P.S.
Police Department - 2026
Appropriation #1110 44-670.00 Fund; P.O. #119620
Contract Not To Exceed \$196,395.41

CITY OF CARMEL, INDIANA

by and through its Board of Public
Works and Safety

By:

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

Waymire A.P.S.

By:

Mike Kistler
Authorized Signature

Mike Kistler
Printed Name

Sales Manager
Title

FID/TIN: 35-1408180

Date: 4-27-26

Exhibit A Page 1 of 2

Line Item	Part Name	Description	Quantity	Unit of Measure	No Bid	Unit Cost	Total
		Dual Color Lightbar R/B front, B/A, R/A rear 2026					
1	Federal Signal INTG 51	FPIU Ecoboost	16	ea	FALSE	\$1,645.00	\$26,320.00
		Dual Color Lightbar R/B front, B/A, R/A rear 2026					
2	Federal Signal INTG 51	Tahoe PPV	1	ea	FALSE	\$1,645.00	\$1,645.00
3	Federal Signal PF200R	Remote 9 Button head	16	ea	FALSE	\$846.56	\$13,544.96
4	Federal Signal Rear ILS	R/A, B/A Low Profile 2026 Tahoe PPV	1	ea	FALSE	\$758.25	\$758.25
5	Federal Signal RBKIT- Compact	Pair of low frequency rumbler speakers	16	ea	FALSE	\$373.36	\$5,973.76
		Passenger and Driver side no drill rumbler brackets-					
6	Federal Signal RBC2-FPIU20ND	2026 FPIU Ecoboost	15	ea	FALSE	\$0.00	\$0.00
		Passenger and Driver side no drill rumbler brackets-					
7	Federal Signal RBC2-TAH21ND	2026 Tahoe PPV	1	ea	FALSE	\$0.00	\$0.00
8	Federal Signal ES100	100 w siren speaker with ESB-U mounting bracket	21	ea	FALSE	\$124.80	\$2,620.80
9	Federal Signal MPSMW9-TAHMIR	pair of Tahoe mirror light mounting brackets	1	ea	FALSE	\$35.19	\$35.19
10	Federal Signal 416918 RBW	TRI Color hideaway LED R/B/W	70	ea	FALSE	\$58.25	\$4,077.50
11	Federal Signal MPS-RWA	Micro pulse ultra 12 surface mount RWA	20	ea	FALSE	\$111.28	\$2,225.60
12	Federal Signal MPS-BWA	Micro pulse ultra 12 surface mount BWA	20	ea	FALSE	\$111.28	\$2,225.60
13	Federal Signal IPX-LPV2	Micro pulse license plate bracket	15	ea	FALSE	\$52.79	\$791.85
14	Federal Signal MPS63U-RWA	Micro pulse 6 tri color R/W/A	100	ea	FALSE	\$93.10	\$9,310.00
15	Federal Signal MPS63U-BWA	Micro pulse 6 tri color B/W/A	100	ea	FALSE	\$93.10	\$9,310.00
16	Federal Signal MPSW9-RBW	Micro pulse wide angle tri color RBW	34	ea	FALSE	\$114.40	\$3,889.60
17	Federal Signal MPSM-DL	L bracket for 2 micro pulse 6 side by side.	40	ea	FALSE	\$14.66	\$586.40
18	Federal Signal MPSMW9-FPIU25MIR	side mirror brackets for 2025+ FPIU	15	ea	FALSE	\$22.50	\$337.50
19	Federal Signal OBDCABLE20-GMCAN	OBD2 interface cable for 2021+ Tahoe	1	ea	FALSE	\$102.96	\$102.96
20	Federal Signal OBDCABLE 16-7	20ft OBD2 cable for 2025+ FPIU	15	ea	FALSE	\$102.96	\$1,544.40
21	Federal Signal EXPMOD24	24 channel expansion module	15	ea	FALSE	\$198.64	\$2,979.60
22	Federal Signal EXPMOD-2	18 channel rear expansion module	15	ea	FALSE	\$388.60	\$5,829.00
23	Federal Signal EXPHARN03	Rear Tail light connection harness FPIU	15	ea	FALSE	\$91.45	\$1,371.75
24	Pro Gard P1300UINT20AOSB-R	1/3 prisoner transport with retractable seat belt	13	ea	FALSE	\$2,347.50	\$30,517.50
25	Pro Gard CSC47UINT20	security cargo cover for use with Pro Gard barrier	13	ea	FALSE	\$425.95	\$5,537.35
26	Pro Gard CSC47UINT20S	security cargo cover, stand alone	6	ea	FALSE	\$605.75	\$3,634.50
27	Pro Gard PTL4213	Prisoner transport lighting 2, 3" round LED R/W	60	ea	FALSE	\$159.96	\$9,597.60
28	Pro Gard GVM4720S-H	Gun Rack self suppporting, 2020+ FPIU single AR15	15	ea	FALSE	\$403.65	\$6,054.75
29	Havis C-PM-124-PC	Havis Pocket Jet printer mount	15	ea	FALSE	\$153.44	\$2,301.60
30	Havis C-VS-0618-INUT	FPIU specific high, flat 24" console	15	ea	FALSE	\$279.04	\$4,185.60
31	Havis C-ARM-103	Flip up arm rest	15	ea	FALSE	\$124.32	\$1,864.80
32	Havis CUP2-1001	Self adjusting double cup holder	15	ea	FALSE	\$40.90	\$613.50
33	Havis C-MCB	Mic clip bracket	60	ea	FALSE	\$11.76	\$705.60

Exhibit A Page 2 of 2

34	Havis C-EB30-APS-1P	Motorola APX-4500 one piece mounting bracket	15 ea	FALSE	\$18.90	\$283.50
		Tahoe PPV specific 15" wide angle with Pocket Jet 8				
35	Havis C-VSW-1005-TAH-PM-3	printer mount	1 ea	FALSE	\$618.97	\$618.97
36	Havis C-W-MC1	mic clip bracket with mic clip	14 ea	FALSE	\$17.36	\$243.04
37	Havis C-EBW85-MXP-1P	motorola XPR 4550	2 ea	FALSE	\$20.52	\$41.04
38	Havis C-EB30-FSR-1P	Pathfinder PF200R control head bracket	2 ea	FALSE	\$18.90	\$37.80
39	Havis C-EB45-APX-1P	Motorola APX series charger bracket	2 ea	FALSE	\$28.08	\$56.16
40	Havis C-ARM-W-103	flip up arm rest for wide series consoles	7 ea	FALSE	\$145.60	\$1,019.20
41	Havis C-FPW-05	.5" filler plate for VSW consoles	10 ea	FALSE	\$4.86	\$48.60
42	Havis C-FPW-1	1" filler plate for VSW consoles	10 ea	FALSE	\$4.86	\$48.60
43	Havis C-FPW-2	2" filler plate for VSW consoles	10 ea	FALSE	\$5.40	\$54.00
44	Havis C-FPW-3	3" filler plate for VSW consoles	10 ea	FALSE	\$5.40	\$54.00
45	Havis C-FPW-4	4" filler plate for VSW consoles	10 ea	FALSE	\$5.94	\$59.40
46	Havis C-FPW-5	5" filler plate for VSW consoles	10 ea	FALSE	\$7.02	\$70.20
47	Havis C-FPW-15	1.5" filler plate for VSW consoles	10 ea	FALSE	\$5.40	\$54.00
48	Havis C-FPW-25	2.5" filler plate for VSW consoles	10 ea	FALSE	\$5.40	\$54.00
49	Havis C-FPW-35	3.5" filler plate for VSW consoles	10 ea	FALSE	\$5.40	\$54.00
50	American Aluminium	E/Z Rider K9 platform unit for 2026 FPIU	1 ea	FALSE	\$2,850.00	\$2,850.00
		E/Z Rider K9 platform unit with utility shelving 1/3,				
51	American Aluminium	2/3 2026 Tahoe PPV	1 ea	FALSE	\$3,675.00	\$3,675.00
52	American Aluminium	E/Z Vault 45" X 28.5" X 10 with bracket	1 ea	FALSE	\$1,435.00	\$1,435.00
53	Ace K9 HP-5020	Hot n' Pop Pro (door popper and heat alarm)	2 ea	FALSE	\$1,451.45	\$2,902.90
54	Ace K9 AWD-7040	Ace WatchDog for use with Pro Alarm systems	2 ea	FALSE	\$818.09	\$1,636.18
55	Westin 36-2125	Westin Push Bumper Elite for 2026 FPIU Ecoboost	15 ea	FALSE	\$432.50	\$6,487.50
56	Westin 36-2125PB	Westin Elite Pit Bar for 2026 FPIU Ecoboost	15 ea	FALSE	\$399.50	\$5,992.50
		Westin Elite 23.5" 2 Light Channel Federal Signal				
57	Westin 36-6005F2MP	Micro pulse 6	15 ea	FALSE	\$40.90	\$613.50
58	Westin 36-2125W	Westin wing wrap for 2026 FPIU Ecoboost	15 ea	FALSE	\$279.50	\$4,192.50
59	Westin 36-4045	Westin push bumper elite for 2026 Tahoe PPV	1 ea	FALSE	\$627.25	\$627.25
60	Westin 36-4045PB	Westin Elite pit bar for 2026 Tahoe PPV	1 ea	FALSE	\$415.95	\$415.95
		Westin Elite 33.1" 2 light channel Federal Signal				
61	Westin 36-6015F2MP	Micro pulse 6	1 ea	FALSE	\$41.85	\$41.85
62	Westin 36-52135W	Westin wing wrap for 2026 Tahoe PPV	1 ea	FALSE	\$291.25	\$291.25
63	Freight	Shipping Fees	1 ea	FALSE	\$1,945.00	\$1,945.00
		Total				\$196,395.41

EXHIBIT B Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

			<u>Goods</u>	<u>Services</u>	
Person Providing Goods/Services	Date Goods/Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	Cost Per Item	Hourly Rate/Hours Worked	Total
		GRAND TOTAL			

Signature

Printed Name

EXHIBIT C

INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

Bodily Injury by Accident/Disease:	\$500,000 each employee
Bodily Injury by Accident/Disease:	\$500,000 each accident
Bodily Injury by Accident/Disease:	\$1,000,000 policy limit

Commercial General Liability (Occurrence Basis), Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products-Completed Operations:

General Aggregate Limit (other than Products/Completed Operations):	\$2,000,000
Products/Completed Operations:	\$1,000,000
Personal & Advertising Injury Limit:	\$500,000
Each Occurrence Limit:	\$1,000,000
Damage to Premises:	\$100,000 each occurrence
Fire Damage (any one fire):	\$250,000 each occurrence
Medical Expense Limit (any one person):	\$10,000

Auto Liability (owned, hired, and non-owned)

Bodily Single Limit:	\$1,000,000 each accident
Injury and property damage:	\$1,000,000 each accident
Policy Limit:	\$1,000,000

Umbrella/Excess Liability

Each Occurrence:	\$1,000,000
Aggregate:	\$1,000,000
Maximum deductible:	\$10,000

EXHIBIT D

AFFIDAVIT

Mike Kistler, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by Waymire Fleet Equipment (the "Employer") in the position of Sales Manager.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 27 day of April, 2026

Mike Kistler
Printed: Mike Kistler

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Mike Kistler
Printed: Mike Kistler



CITY OF CARMEL, INDIANA

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

119620

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
4/16/2026			365407	
WAYMIRE A.P.S. VENDOR 820 CHADWICK STREET INDIANAPOLIS, IN 46225 - Police Department SHIP TO 1000 S Rangeline Road Carmel, IN 46032-				
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
109619				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1110 Fund: 0 Capital Lease Fund

Account: 44-670.00

1 Each	Vehicle Equipment	\$196,395.41	\$196,395.41
		Sub Total	\$196,395.41

Send Invoice To:

Police Department

1000 S Rangeline Road

Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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SHIPPING INSTRUCTIONS

*SHIP PREPAID.

*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, AC
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THER

ORDERED BY

TITLE

PAYMENT

\$196,395.41

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE
A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

Donald Schoeff
Deputy Chief

Zac Jackson
CFO

CONTROL NO. 119620

**LEASE
(Ground Lease)**

APPROVED
By Sergey Grechukhin at 3:11 pm, Apr 14, 2026

THIS GROUND LEASE (the "Lease") is made effective as of the 13 day of April 2026 (the "Effective Date"), by and between **MARTIN MARIETTA MATERIALS, INC.**, a North Carolina corporation ("Martin Marietta"), and the City of Carmel, an Indiana municipal corporation, by and through its Board of Public Works and Safety ("Tenant")

W I T N E S S E T H:

For and in consideration of the mutual covenants set forth herein, and in connection with the lease of a small area of property from Martin Marietta for which Tenant needs space to store equipment and machinery ("Purpose"), Martin Marietta and Tenant agree as follows:

1. **Premises.** Martin Marietta does hereby lease to Tenant on a non-exclusive basis for the period described in Section 2 below, that certain portion of a tract or parcel of land and improvements thereon, if any, as described on attached Exhibit A (collectively, the "Premises"). The Premises shall be leased subject to all easements, restrictions, and other matters of record affecting title to the Premises. Martin Marietta covenants with Tenant that, so long as Tenant performs the covenants and obligations on its part to be kept and performed under this Lease, Tenant shall peaceably and quietly enjoy the Premises on a non-exclusive basis during the Term (as defined below), without disturbance.

2. **Term.** Unless earlier terminated pursuant to Section 17 below, the term of this Lease (the "Term") shall begin on the Effective Date and shall terminate on December 31, 2026. Notwithstanding the foregoing, Martin Marietta may terminate this Lease at any time for any reason by giving Tenant sixty (60) days' prior written notice of termination. .

3. **Rent.** Tenant shall pay to Martin Marietta, as rent hereunder, on or before the first day of the Term of this Lease the sum Ten Dollars (\$10.00).

4. **Utilities.** Tenant shall pay the cost of utilities to and on the Premises during the Term.

5. **Use.** Tenant shall be entitled to use the Premises on a non-exclusive basis solely for the Purpose and no others. Tenant may perform the activities associated with the Purpose on the Premises designated on Exhibit A only. Tenant shall not occupy any other locations on Martin Marietta's adjacent premises. Martin Marietta further gives Tenant the right of ingress and egress to and from the Premises over established roadways on the Premises. Tenant shall not use the Premises in violation of any applicable laws, rules, ordinances, restrictions, or regulations of any governmental authority. Tenant acknowledges that the foregoing rights of use of the Premises are non-exclusive, and Martin Marietta may also use the Premises for such purposes as it deems appropriate, so long as such uses do not materially interfere with Tenant's right to use the Premises for the Purpose.

6. **Maintenance and Repair.** Tenant accepts the Premises in an as-is condition and agrees that Martin Marietta has no obligation to make any repairs or improvements thereto. Tenant

shall, at its sole cost, maintain the Premises used by Tenant in good condition and repair, reasonable wear and tear excepted.

7. **Improvements to the Premises.** Tenant may not construct, modify or alter any improvements on the Premises without first obtaining Martin Marietta's prior written consent, which shall not be unreasonably withheld if the improvement to be constructed, modified or altered is consistent with the Purpose. If any such construction, modification or alteration is performed, all such construction, modification or alteration shall be completed in accordance with all applicable codes and regulations, and Tenant shall not permit Martin Marietta's interest in the Premises to become subject to any mechanics' or materialmen's lien or charge. Title to the improvements will be owned and remain in the name of the Tenant during the Term of this Lease, provided that, upon the expiration or earlier termination of this Lease, title to the improvements will automatically pass to, vest in and belong to Martin Marietta without further action on the part of either party and without cost or charge to Martin Marietta.

8. **Destruction of or Damage to Premises.** If the Premises are partially damaged or totally destroyed by storm, fire, lightning, earthquake, or other casualty, rental shall abate in such proportion as use of the Premises has been destroyed.

9. **Governmental Orders.** Tenant agrees, at its own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant use or occupancy of the Premises or operation of its business.

10. **Condemnation.** If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purpose herein leased, shall be condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then, in any of such events, the term of this Lease shall cease from the time when possession or ownership thereof is taken by public authorities and all compensation and damage caused by the condemnation shall be paid to Martin Marietta only and Tenant shall not have any rights in any award made to Martin Marietta.

11. **Removal of Fixtures.** Tenant may prior to or within thirty (30) days after the expiration of the Term remove all fixtures and equipment owned by Tenant or which Tenant has placed on the Premises, provided Tenant repairs all damages to the Premises caused by such removal.

12. **Insurance.** Tenant will carry, at Tenant's own expense, insurance coverage on all of its equipment, inventory, fixtures, furniture, appliances, and other personal property on the Premises. Tenant shall procure, maintain, and keep in full force and effect at all times during the Term, general commercial public liability insurance indemnifying Martin Marietta and Tenant against all claims and demands for injury to, or death of, persons, or damage to property which may be claimed to have occurred upon the Premises in an amount not less than \$3,000,000 per occurrence of coverage for injury (including death) to one or more persons attributable to a single occurrence and for property damage. All such policies shall name Martin Marietta as an additional insured. All insurance provided for in this Lease shall be procured under policies issued by insurers of recognized responsibility licensed to do business in the State of Indiana. Tenant shall

give evidence of such insurance coverage to Martin Marietta within ten (10) days of execution of this Lease, and annually thereafter to indicate such insurance is still in full force and effect.

13. Environmental Protection.

a. Tenant covenants that its assets and business will be located, operated, and maintained on the Premises so as to be and remain in compliance with all applicable federal, state, or local statutes, regulations, rules, ordinances, codes, licenses, approvals, permits, orders, decrees, judgments, or injunctions relating to pollution or the protection of the environment (the "Environmental Laws"). Without limiting the rights of Martin Marietta, Tenant agrees to correct or satisfy immediately any non-compliance with the Environmental Laws relating to Tenant's assets or its business upon written notice of the same from any governmental authority or Martin Marietta. Tenant further agrees not to conduct any invasive environmental testing, including a Phase II investigation, without prior written consent from Martin Marietta.

b. Martin Marietta covenants that to the best of its knowledge the Premises are in compliance with all applicable Environmental Laws as of the date of this Lease. Without limiting the rights of Tenant, Martin Marietta agrees to correct or satisfy immediately any non-compliance with any of the Environmental Laws resulting from Martin Marietta's operations on the Premises upon written notice of the same from any governmental authority or Tenant.

14. Indemnity. Tenant will indemnify, defend and hold Martin Marietta harmless from any and all losses, damages, judgments, liens, assessments, fines, costs, and fees (including but not limited to reasonable attorneys', engineering, and expert witness fees) ("Losses") arising from any demands, claims, causes of action, lawsuits, or other legal proceedings, for damage to or loss of natural resources or property, or injury to or death of persons, or otherwise, related to, resulting from, or arising out of (a) Tenant's construction, installation, operation, or maintenance of any improvement or business on the Premises (including but not limited to transportation of materials to or from the Premises), (b) any acts or omissions of Tenant or its agents, employees, contractors, or invitees, (c) any negligence or misconduct of Tenant or its agents, employees, contractors, or invitees, (d) any breach or other violation by Tenant of any provision of this Lease, or (e) without limiting the generality of the foregoing, any condition in, on, of, or under the Premises created by Tenant, its agents, employees, contractors, or invitees during Tenant's possession of the Premises (other than a condition created by Martin Marietta). Tenant's indemnification obligations hereunder shall apply regardless of whether it is alleged or proven that Martin Marietta is also partially responsible for any such Losses. Tenant shall not be liable, however, for any Losses which are solely the fault of Martin Marietta. The indemnity contained in this paragraph will survive expiration or termination of the Lease regardless of the reason for termination.

15. Assignment and Subletting. Tenant shall not assign this Lease or sublet all or any portion of the Premises without the prior written consent of Martin Marietta, which may be given or withheld at Martin Marietta's sole discretion.

16. Default. If Tenant (i) abandons or vacates the Premises, or (ii) fails to comply with any other requirement of this Lease within ten (10) days following written notice of such failure

from Martin Marietta, then Martin Marietta shall have the option to take one or more of the following actions:

- a. Terminate this Lease by written notice to Tenant;
- b. Without terminating this Lease, enter upon and take possession of the Premises and remove all persons and property therefrom;
- c. Recover from Tenant the amount of any damages suffered or incurred by Martin Marietta as a result of Tenant's default; or
- d. Pursue any and all remedies available to Martin Marietta at law or in equity.

17. **Surrender of Premises.** Whenever under the terms of this Lease Martin Marietta is entitled to possession of the Premises, Tenant shall at once surrender such possession to Martin Marietta and shall remove all of Tenant's personal property from the Premises. Any personal property left by Tenant shall be deemed abandoned property and may, at the election of Martin Marietta, become the property of Martin Marietta. Upon surrender, the Premises shall be in good condition and repair, reasonable wear and tear excepted.

18. **Miscellaneous.**

a. Notices. Each notice under this Lease shall be in writing and given either in person, or by telecopier or a nationally recognized next business day delivery service all costs prepaid, to the address of the party being given notice set forth below its signature or to such other address as a party may furnish to the other as provided in this sentence; and if notice is given pursuant to the foregoing of a permitted successor or assign, then notice shall thereafter be given pursuant to the foregoing to such permitted successor or assign.

b. Remedies. The remedies of a party provided in this Lease are cumulative and do not exclude any other remedies to which any party may be lawfully entitled, under this Lease or applicable law, and the exercise of a remedy is not an election excluding any other remedy (any such claim by the other party being hereby waived).

c. Integration; Amendment; Waiver. This Lease constitutes the entire agreement of the parties to it with respect to its subject matter, supersedes all prior agreements, if any, of the parties with respect to its subject matter, and may not be amended except in writing signed by the party against whom the change is being asserted. The failure of any party at any time or times to require the performance of any provisions of this Lease shall in no manner affect the right to enforce the same; and no waiver by any party of any provision (or of a breach of any provision) of this Lease, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed either as a further or continuing waiver of any such provision or breach or as a waiver of any other provision (or of a breach of any other provision) of this Lease.

d. Controlling Law. This Lease is governed by, and shall be construed and enforced in accordance with, the laws of the State of Indiana.

IN WITNESS WHEREOF, Martin Marietta and Tenant have executed this Lease as of the day and year first above written.

LESSOR:

MARTIN MARIETTA MATERIALS, INC.,
a North Carolina corporation

By: KAR Ave
Name: Kristopher R. Luce
Title: VP-GM

Address: 12220 North Meridian St
Suite 100
Carmel, IN 46032

LESSEE:

CITY OF CARMEL, by and through its Board of
Public Works and Safety

By: _____
Laura Campbell, Presiding Officer

By: _____
James Barlow, Member

By: _____
Alan Potasnik, Member

ATTEST:

Jacob Quinn, Clerk

Address: 1 Civic Square
Carmel, IN 46032
Attn: Nick Weber

EXHIBIT A PREMISES



CITY OF CARMEL

TO:

Calumet Civil Contractors Inc.
4898 Fieldstone Drive
Whitestown, IN, 46075

CONTRACT CHANGE ORDER NO.: #1

DATE: 04/02/2026

PROJECT NAME: Carmel Orchard Park Drainage
Improvements

CITY REQ. NO.: _____

CITY PO NO.: 21-SW-03

CITY PO DATE: _____

- I. You are directed to make the following changes in this Contract:
This change order represents final quantity adjustments and additional work performed as part of RFP 1 through RFP 7.

SCHEDULED ADJUSTMENT

<u>DELETE ITEM</u>	<u>AMOUNT</u>	<u>(+) OR (-) DAYS</u>
Final Quantity Adjustments (See Attached Table)	(\$84,414.45)	0
<u>ADD ITEM</u>	<u>AMOUNT</u>	<u>(+) OR (-) DAYS</u>
RFP #1 – Temporary Drive	\$2,410.58	0
RFP #2 – Yard Drain	\$5,755.21	0
RFP #3 – Additional Tree Removal	\$7,300.00	0
RFP #4 – Cutting Structures Flush	\$3,565.18	0
RFP #5 – Ditch Restoration	\$3,351.26	0
RFP #6 – Broken Tile Repair	\$1,573.05	0
RFP #7 – New Path at 10129 Orchard Park Dr	\$2,399.82	0

- II. The following referenced Documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P.: 1-7 W.D.C. No.: -
Other: Final Quantity Summary and Change Order #1 Justification

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price prior to this Change Order \$ 1,763,000.00

Contract Price will be increased/decreased by this Change Order \$ (58,059.35)

New Contract Price including this Change Order \$ 1,704,940.65

Contract Time Prior to this Change Order - Completion Date: October 1, 2025

Net increased/decreased resulting from this Change Order 0 Days

Current Contract Time including this Change Order - Completion Date: October 1, 2025

This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performance of the changed work.

The Above Changes Are
Recommended

HWC Engineering
ENGINEER
135 N Pennsylvania St, Suite 2800
Address
Indianapolis, IN 46204
City/State/Zip

By: Ant R Weigl
Phone: 317-981-1245
Date: 4/13/2026

The Above Changes Are
Accepted:

Calumet Civil Contractors
CONTRACTOR
4898 Fieldstone Drive
Address
Whitestown, IN, 46075
City/State/Zip

By: J. Grada
Phone: 317 538 4360
Date: 4/13/26

Approved:
City of Carmel

Laura Campbell, Chairwoman

James Barlow, Member

Alan Potnasnik, Member

Bradley Pease, PE,
Director of Engineering

ATTEST:

Jacob Quinn, Clerk

Date: _____

AR-6



Carmel, Indiana
Orchard Park Drainage
Change Order No. 1 Justification
April 2, 2026

Item #1 – RFP #1 - Temporary Drive

RFP #1 – Temporary Drive installed at 10380 Orchard Park Dr. S. Refer to RFP #1 (attached) for cost justification.

The increase in cost to the project and the contract is \$2,410.58.

Item #2 – RFP #2 - Yard Drain

An additional yard drain was added and connected to existing Structure 203. Refer to RFP #2 (attached) for cost justification.

The increase in cost to the project and the contract is \$5,755.21.

Item #3 – RFP #3 – Additional Tree Removal

Additional tree removal along Orchard Park Drive and within the easement. Refer to RFP #3 (attached) for cost justification.

The increase in cost to the project and the contract is \$7,300.00.

Item #4 - RFP #4 – Cutting Structures Flush

Additional cost for cutting structures flush. Refer to RFP #4 (attached) for cost justification.

The increase in cost to the project and the contract is \$3,565.18.

Item #5 - RFP #5 – Ditch Restoration

Cost for rework on the Cul-de-sac. Refer to RFP #5 (attached) for cost justification.

The increase in cost to the project and the contract is \$3,351.26.

Item #6 RFP - #6 – Dig for Broken Tile

Additional work to find and repair an old field tile that was draining water from the new structure.

The increase in cost to the project and the contract is \$1,573.05.

Item #7 – RFP #7 – New Path

Additional work for adding dirt work to create a 4' wide path at 10129 Orchard Park.

The increase in cost to the project and the contract is \$2,399.82.

Item #8 – Quantity Adjustments

Based on the installed quantities of all contract items, the net sum of all line items billed by the Contractor in pay applications #1 through #6 equals \$1,678,585.55. No additional work is anticipated to be billed except for items detailed in this change order. See the Final Quantity Summary Table (Attached)

The decrease in cost to the project and the contract is (\$84,414.45).

Summary – Change in Contract Amount

Item 1	\$2,410.58
Item 2	\$5,755.21
Item 3	\$7,300.00
Item 4	\$3,565.18
Item 5	\$3,351.26
Item 6	\$1,573.05
Item 7	\$2,399.82
Item 8	(\$84,414.45)
Sum of Items 1-8	(\$58,059.35)
Original Contract Amount	\$1,763,000.00
New Contract Amount	\$1,704,940.65

Final Quantity Summary
City of Carmel - Orchard Park Drainage Design
4/2/2026

Item #	Item	Bid Quantity	Unit	Bid Unit Cost	Bid Price	Installed Qty	Over/Under Qty	Actual cost	Net Difference
1	Pipe, Type 2, Circular, 12 inch, Granular Backfill	165	LFT	\$ 129.00	\$ 21,285.00	190	25	\$ 24,510.00	\$3,225.00
2	Pipe, Type 4, Circular, 12 inch, Perforated Pipe	1188	LFT	\$ 112.00	\$ 133,056.00	1176	-12	\$ 131,712.00	(\$1,344.00)
3	Pipe, Type 4, Circular, 12 inch, Perforated Pipe, Granular Backfill	250	LFT	\$ 112.00	\$ 28,000.00	550	300	\$ 61,600.00	\$33,600.00
4	Pipe, Type 2, Circular, 12 inch, PVC C900	67	LFT	\$ 150.00	\$ 10,050.00	352	285	\$ 52,800.00	\$42,750.00
5	Pipe, Type 2, Circular 15 inch, Granular Backfill	89	LFT	\$ 110.00	\$ 9,790.00	35	-54	\$ 3,850.00	(\$5,940.00)
6	Pipe, Type 2, Circular 18 inch, Native Backfill	20	LFT	\$ 120.00	\$ 2,400.00	0	-20	\$ -	(\$2,400.00)
7	Pipe, Type 2, Circular 18 inch, Granular Backfill	27	LFT	\$ 137.00	\$ 3,699.00	24	-3	\$ 3,288.00	(\$411.00)
8	Pipe, Type 4, Circular 18 inch, Perforated	156	LFT	\$ 143.00	\$ 22,308.00	163	7	\$ 23,309.00	\$1,001.00
9	Pipe, Type 4, Circular 18 inch, Perforated, Granular Backfill	14	LFT	\$ 175.00	\$ 2,450.00	0	-14	\$ -	(\$2,450.00)
10	Pipe, Type 2, Circular, 24 inch, Native Backfill	176	LFT	\$ 148.00	\$ 26,048.00	197	21	\$ 29,156.00	\$3,108.00
11	Pipe, Type 2, Circular, 24 inch, Granular Backfill	285	LFT	\$ 164.00	\$ 46,740.00	294	9	\$ 48,216.00	\$1,476.00
12	Pipe, Type 4, Circular, 24 inch, Perforated	1618	LFT	\$ 150.00	\$ 242,700.00	1346	-272	\$ 201,900.00	(\$40,800.00)
13	Pipe, Type 4, Circular, 24 inch, Perforated, Granular Backfill	256	LFT	\$ 160.00	\$ 40,960.00	0	-256	\$ -	(\$40,960.00)
14	Pipe, Type 2, Circular, 24 inch, PVC C905	186	LFT	\$ 220.00	\$ 40,920.00	119	-67	\$ 26,180.00	(\$14,740.00)
15	Pipe, Type 2, Circular, 30 inch, Native Backfill	15	LFT	\$ 215.00	\$ 3,225.00	10	-5	\$ 2,150.00	(\$1,075.00)
16	Pipe, Type 2, Circular, 30 inch, PVC C905	402	LFT	\$ 283.00	\$ 113,766.00	393	-9	\$ 111,219.00	(\$2,547.00)
17	Pipe, Type 2, Circular, 36 inch, Native Backfill	349	LFT	\$ 200.00	\$ 69,800.00	316	-33	\$ 63,200.00	(\$6,600.00)
18	Pipe, Type 4, Circular, 36 inch, Perforated Pipe	166	LFT	\$ 200.00	\$ 33,200.00	178	12	\$ 35,600.00	\$2,400.00
19	Pipe, Type 4, Circular, 36 inch, Perforated Pipe, Granular Backfill	35	LFT	\$ 210.00	\$ 7,350.00	0	-35	\$ -	(\$7,350.00)
20	12" Inlet	29	EACH	\$ 1,900.00	\$ 55,100.00	27	-2	\$ 51,300.00	(\$3,800.00)
21	18" Inlet	3	EACH	\$ 3,200.00	\$ 9,600.00	3	0	\$ 9,600.00	\$0.00
22	24" Inlet	48	EACH	\$ 3,800.00	\$ 182,400.00	43	-5	\$ 163,400.00	(\$19,000.00)
23	36" Inlet	9	EACH	\$ 7,700.00	\$ 69,300.00	5	-4	\$ 38,500.00	(\$30,800.00)
24	48" Manhole	3	EACH	\$ 10,400.00	\$ 31,200.00	6	3	\$ 62,400.00	\$31,200.00
25	15" Flared End Section	2	EACH	\$ 950.00	\$ 1,900.00	6	4	\$ 5,700.00	\$3,800.00
26	30" Flared End Section	1	EACH	\$ 2,700.00	\$ 2,700.00	1	0	\$ 2,700.00	\$0.00
27	Riprap, Revetment	12	TON	\$ 120.00	\$ 1,440.00	28.78	16.78	\$ 3,453.60	\$2,013.60
28	24" Flared End Section	9	EACH	\$ 1,500.00	\$ 13,500.00	14	5	\$ 21,000.00	\$7,500.00
29	PCOP, 6"	284	SYS	\$ 130.00	\$ 36,920.00	417.15	133.15	\$ 54,229.50	\$17,309.50
30	Long Side Service, Undistributed	7	EACH	\$ 3,600.00	\$ 25,200.00	0	-7	\$ -	(\$25,200.00)
31	Short Side Service, Undistributed	13	EACH	\$ 2,800.00	\$ 36,400.00	0	-13	\$ -	(\$36,400.00)
32	6" HDPE Water Main Relocation, Undistributed	30	LFT	\$ 460.00	\$ 13,800.00	0	-30	\$ -	(\$13,800.00)
33	4" Sanitary Lateral Relocation, Undistributed	170	LFT	\$ 110.00	\$ 18,700.00	25	-145	\$ 2,750.00	(\$15,950.00)
34	Existing Structure Connection	4	EACH	\$ 2,300.00	\$ 9,200.00	4	0	\$ 9,200.00	\$0.00
35	Ditch Restoration	1666	LFT	\$ 9.00	\$ 14,994.00	1851	185	\$ 16,659.00	\$1,665.00
36	Tree Removal, 10" DBH, Undistributed	3	EACH	\$ 700.00	\$ 2,100.00	3	0	\$ 2,100.00	\$0.00
37	Tree Removal, 30" DBH, Undistributed	7	EACH	\$ 2,300.00	\$ 16,100.00	7	0	\$ 16,100.00	\$0.00
38	Culvert Cleaning	375	LFT	\$ 6.00	\$ 2,250.00	125	-250	\$ 750.00	(\$1,500.00)

39	Compacted Aggregate, No. 2 Stone	19	TON	\$	70.00	\$	1,330.00	0	-19	\$	-	(\$1,330.00)
40	Compacted Aggregate, No. 8 Stone	635	TON	\$	47.00	\$	29,845.00	635	0	\$	29,845.00	\$0.00
41	Compacted Aggregate, No. 53 Stone	238	TON	\$	70.00	\$	16,660.00	66	-172	\$	4,620.00	(\$12,040.00)
42	HMA Base, Type A	98	TON	\$	185.00	\$	18,130.00	264.27	166.27	\$	48,889.95	\$30,759.95
43	HMA Surface, Type A	41	TON	\$	350.00	\$	14,350.00	96.79	55.79	\$	33,876.50	\$19,526.50
44	Mulched Seeding, Type U	5434	SYS	\$	5.00	\$	27,170.00	8247	2813	\$	41,235.00	\$14,065.00
45	Silt Fence	189	LFT	\$	5.00	\$	945.00	193	4	\$	965.00	\$20.00
46	Erosion Control Blanket	1933	SYS	\$	7.00	\$	13,531.00	962	-971	\$	6,734.00	(\$6,797.00)
47	Temporary Inlet Protection	92	EACH	\$	200.00	\$	18,400.00	59	-33	\$	11,800.00	(\$6,600.00)
48	Maintenance of Traffic	1	LS	\$	65,000.00	\$	65,000.00	1	0	\$	65,000.00	\$0.00
49	Construction Staking	1	LS	\$	23,000.00	\$	23,000.00	1	0	\$	23,000.00	\$0.00
50	Mobilization/Demobilization	1	LS	\$	104,088.00	\$	104,088.00	1	0	\$	104,088.00	\$0.00
51	Right of Way Clearing	1	LS	\$	30,000.00	\$	30,000.00	1	0	\$	30,000.00	\$0.00
Total				\$		\$	1,763,000.00			\$	1,678,585.55	(\$84,414.45)

RFP	Description	Quantity	Unit	Actual cost	Net Difference
RFP 1	Temporary Drive	1	LS	\$2,410.58	\$2,410.58
RFP 2	Yard Drain	1	LS	\$5,755.21	\$5,755.21
RFP 3	Additional Tree Removal	1	LS	\$7,300.00	\$7,300.00
RFP 4	Cutting Structures Flush	1	LS	\$3,565.18	\$3,565.18
RFP 5	Ditch Restoration	1	LS	\$3,351.26	\$3,351.26
RFP 6	Broken Tile Repair	1	LS	\$1,573.05	\$1,573.05
RFP 7	New Path at 10129 Orchard Park Dr	1	LS	\$2,399.82	\$2,399.82
Total				\$26,355.10	

Net Change	(\$8,059.35)
New Contract Amount	1,704,940.65



RFP #1

PROJECT NAME	T M EXPLANATION	CALUMET JOB NO	CALUMET CODE	QTY
Orchard Park Drainage	Temp Drive 10380 Orchard Park dr s	24033		1

LABOR	LABOR TYPE	HOURS	ST-OT	ST RATE	OT RATE	LABOR AMT	LABOR MU
Date							
	Teamster	2	ST	\$59.52	\$79.27	\$119.04	\$11.90
	Operator 841	4	OT	\$74.90	\$98.40	\$393.60	\$39.36
	Laborer	8	ST	\$54.31	\$71.72	\$434.48	\$43.45
Sum of LABOR						\$947.12	\$94.71

EQUIPMENT	EQUIPMENT	EQP HRS	RATE	EQP AMT	EQP MU
Date					
	Excavator-Caterpillar-308D (1014)	4	\$91.23	364.92	\$36.49
	Pickup-Chevrolet-1500 (708)	2	\$27.70	55.4	\$5.54
	Skid Steer-Kubota-SLV65-2 (1445)	4	\$70.67	282.68	\$28.27
Sum of Equipment				\$703.00	\$70.30

MATERIAL	MATERIAL	MAT QTY	MAT UM	MAT UP	MAT AMT	MATERIAL MU
Date						
	geotextile	35	sy	\$1.50	52.5	\$5.25
	# 2 stone	5	ton	\$33.50	167.5	\$16.75
	53 stone	5	ton	\$28.00	140	\$14.00
Sum of MATERIAL					\$360.00	\$36.00

CO #1 - Item 1

Orchard Park Drainage		Temp Drive 10380 Orchard Park dr s			24033		1	
RENTED EQUIPMENT								
Date	RENTED EQP	RENTED EQP HRS	RENTED EQP RATE	RENT AMT	RENT MU			
	cmg trucking	0	\$165.00	\$0.00	\$0.00			
Sum of RENT				\$0.00	\$0.00			
SUBCONTRACTS								
Date	SUBCONTRACT	SUB QTY	SUB U/M	SUB U/P	SUB AMT	SUB MU		
	dump fee	1	ea	\$165.00	165			
Sum of SUBCONTRACTS					\$165.00	\$16.50		

TOTAL COST
\$2,175.12

TOTAL MU
\$217.51

BONDS / INSURANCE
\$17.94

TOTAL
\$2,410.58

Per Unit
\$2,410.58



CO #1 - Item 2

CALUMET CIVIL CONTRACTORS, INC.

Orchard Park

RFP 2

Cost for added yard drain and connection to existing structure
203

		extension
Core existing structure	\$ 950.00 each	\$ 950.00
Cost for 12" x 6" inline drain with grate	\$ 851.00 ea	851.00
Cost for 20' of 6" N-12 pipe	\$ 3.50/ lft	70.00
Costs for 6" add a branch str 203	\$ 140.00 ea	140.00
Costs for 6" 90 degree bend	\$ 47.68 ea	47.68
Pipe crew for install 1 day	\$ 3696.53 day	3696.53
Total		<u>\$ 5755.21</u>

PROJECT NAME	T M EXPLANATION	CALUMET JOB NO	CALUMET CODE	QTY
Orchard Park Drainage	Added yard drain @ sructure 203	24033		1

LABOR							
Date	LABOR TYPE	HOURS	ST-OT	ST RATE	OT RATE	LABOR AMT	LABOR MU
	Operator 103	16	ST	\$74.77	\$100.23	\$1,196.32	\$119.63
	Laborer	16	ST	\$54.31	\$71.72	\$868.96	\$86.90
Sum of LABOR						\$2,065.28	\$206.53

EQUIPMENT						
Date	EQUIPMENT	EQP HRS	RATE	EQP AMT	EQP MU	
	Skid Steer-Kubota-SVL65-2HWC (1446)	8	\$70.67	565.36	\$56.54	
	Excavator-Caterpillar-308D (1014)	8	\$91.23	729.84	\$72.98	
Sum of Equipment				\$1,295.20	\$129.52	

MATERIAL						
Date	MATERIAL	MAT QTY	MAT UM	MAT UP	MAT AMT	MATERIAL MU
	6" add a brance	1	ea	\$135.00	135	\$13.50
	12 x 6 inline drain w/grate	1	ea	\$851.00	851	\$85.10
	6" 90 dgree bends	1	ea	\$47.00	47	\$4.70
	06" Perf pipe	20	lf	\$3.25	65	\$6.50
Sum of MATERIAL					\$1,098.00	\$109.80

Orchard Park Drainage		Added yard drain @ structure 203			24033		1	
RENTED EQUIPMENT								
Date	RENTED EQP	RENTED EQP HRS	RENTED EQP RATE	RENT AMT	RENT MU			
	0	0	\$0.00	\$0.00	\$0.00			
Sum of RENT				\$0.00	\$0.00			
SUBCONTRACTS								
Date	SUBCONTRACT	SUB QTY	SUB U/M	SUB U/P	SUB AMT	SUB MU		
	Pro cut	1	ea	\$800.00	800			
Sum of SUBCONTRACTS				\$800.00	\$80.00			

TOTAL COST
\$5,258.48

TOTAL MU
\$525.85

BONDS / INSURANCE
\$43.38

TOTAL
\$5,827.71

Per Unit
\$5,827.71



CO #1 - Item 3

CALUMET CIVIL CONTRACTORS, INC.

Orchard Park

RFP 3

Cost for additional tree removal

	extension
Costs for tree removal at Orchard Park drive	\$ 2997.50 ea
Cost for tree removal in easement	\$ 4302.50 ea

Total	\$ 7300.00

PROJECT NAME	T M EXPLANATION	CALUMET JOB NO	CALUMET CODE	QTY			
Orchard Park Drainage	Added tree removal	24033		1			
LABOR							
Date	LABOR TYPE	HOURS	ST-OT	ST RATE	OT RATE	LABOR AMT	LABOR MU
	Operator 103	0	ST	\$74.77	\$100.23	\$0.00	\$0.00
	Laborer	0	ST	\$54.31	\$71.72	\$0.00	\$0.00
Sum of LABOR						\$0.00	\$0.00
EQUIPMENT							
Date	EQUIPMENT	EQP HRS	RATE	EQP AMT	EQP MU		
	0	0	\$0.00	0	\$0.00		
Sum of Equipment				\$0.00	\$0.00		
MATERIAL							
Date	MATERIAL	MAT QTY	MAT UM	MAT UP	MAT AMT	MATERIAL MU	
		0	IF	\$0.00	0	\$0.00	
Sum of MATERIAL					\$0.00	\$0.00	
RENTED EQUIPMENT							
Date	RENTED EQP	RENTED EQP HRS	RENTED EQP RATE	RENT AMT	RENT MU		
	0	0	\$0.00	\$0.00	\$0.00		
Sum of RENT				\$0.00	\$0.00		

Orchard Park Drainage		Added tree removal		24033		1	
SUBCONTRACTS							
Date	SUBCONTRACT	SUB QTY	SUB U/M	SUB U/P	SUB AMT	SUB MU	
	artistic touch tree in easement	1	ea	\$4,575.00	4575		
	artistic touch tree orchard Park drive west	1	ea	\$2,725.00	2725		
Sum of SUBCONTRACTS					\$7,300.00	\$730.00	

TOTAL COST \$7,300.00
TOTAL MU \$730.00
BONDS / INSURANCE \$60.23
TOTAL \$8,090.23

\$8,090.23 Per Unit



CO #1 - Item 4

CALUMET CIVIL CONTRACTORS, INC.

Orchard Park

RFP 4

Cost for cutting structures flush

extension

Costs for cutting structures flush (per attached backup)

\$ 3565.18



PROJECT NAME		T M EXPLANATION		CALUMET JOB NO		CALUMET CODE		QTY
Orchard Park Drainage		Cut down structures		24033				1
LABOR								
Date	LABOR TYPE	HOURS	ST-OT	ST RATE	OT RATE	LABOR AMT	LABOR MU	
9/18/2025	Operator 103	2.5	OT	\$74.77	\$100.23	\$250.58	\$25.06	
9/18/2025	Operator 103	8	ST	\$74.77	\$100.23	\$598.16	\$59.82	
9/18/2025	Laborer	4.5	OT	\$54.31	\$71.72	\$322.74	\$32.27	
9/18/2025	Laborer	24	ST	\$54.31	\$71.72	\$1,303.44	\$130.34	
Sum of LABOR						\$2,474.92	\$247.49	
EQUIPMENT								
Date	EQUIPMENT	EQP HRS	RATE	EQP AMT	EQP MU			
9/18/2025	Skid Steer-Kubota-SLV65-2 (1445)	10.5	\$70.67	742.035	\$74.20			
Sum of Equipment				\$742.04	\$74.20			
MATERIAL								
Date	MATERIAL	MAT QTY	MAT UM	MAT UP	MAT AMT	MATERIAL MU		
		0	IF	\$0.00	0	\$0.00		
Sum of MATERIAL					\$0.00	\$0.00		

Orchard Park Drainage		Cut down structures		24033		1	
RENTED EQUIPMENT							
Date	RENTED EQP	RENTED EQP HRS	RENTED EQP RATE	RENT AMT	RENT MU		
	0	0	\$0.00	\$0.00	\$0.00		
Sum of RENT				\$0.00	\$0.00		
SUBCONTRACTS							
Date	SUBCONTRACT	SUB QTY	SUB U/M	SUB U/P	SUB AMT	SUB MU	
		1	ea	\$0.00	0	\$0.00	\$0.00
Sum of SUBCONTRACTS					\$0.00	\$0.00	

TOTAL COST	\$3,216.95						
TOTAL MU	\$321.70						
BONDS / INSURANCE	\$26.54						
TOTAL	\$3,565.18			\$3,565.18	Per Unit		

Daily Report - 21-SW-03 Orchard Park Drainage Imp (24033)

Date: 9/18/2025

Diary

CASLER, Paul (03038)

No data available

Notes

CASLER, Paul (03038)

99904 : Added Maintenance

Internal	Transaction Tags	Public
Cut every structure down flush to ground		

Time Card

CASLER, Paul (03038)

Cost Codes #1-1

Shift 1

Code	Name	Pay Class	99904 	Resource Total
3038	Paul Casler	8410	8 / 2.5	10.5
4061	Zachary Davis	1112	8 / 1.5	9.5
8154	John Hale	1200	8 / 1.5	9.5
26002	Lane Zaugg	1112	8 / 1.5	9.5

Cost Adjustments

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Adjustments

Name

Code

No data available

Schedules

No data available

Code	Name	Meter On	Meter Off	First Ignition On	Engine Off Duration	Last Ignition Off	Notes
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No data available

Labor Totals

Hours: 39

Broken Out: 32/7/0

Equipment Totals

Hours: 0

Broken Out: 0/0/0

Materials, Subcontract Items, Expenses

CASLER, Paul (03038)

MSE Code	Description	Unit	Received Quantity
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No data available

Cost Code	Description	MSE Code	MSE Description	Unit	Installed Quantity
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No data available



CO #1 - Item 5

CALUMET CIVIL CONTRACTORS, INC.

Orchard Park

RFP 5

Cost for Rework ditch on Cul-de-sac

extension

Costs for reworking ditch (per attached backup)

\$ 3351.26



PROJECT NAME		T M EXPLANATION		CALUMET JOB NO		CALUMET CODE		QTY
Orchard Park Drainage		Rework ditch at Cul-De-Sac		24033				1
LABOR								
Date	LABOR TYPE	HOURS	ST-OT	ST RATE	OT RATE	LABOR AMT	LABOR MU	
9/10/2025	Operator 103	2	OT	\$74.77	\$100.23	\$200.46	\$20.05	
9/10/2025	Operator 103	8	ST	\$74.77	\$100.23	\$598.16	\$59.82	
9/10/2025	Laborer	3	OT	\$54.31	\$71.72	\$215.16	\$21.52	
9/10/2025	Laborer	24	ST	\$54.31	\$71.72	\$1,303.44	\$130.34	
Sum of LABOR						\$2,317.22	\$231.72	
EQUIPMENT								
Date	EQUIPMENT	EQP HRS		RATE	EQP AMT	EQP MU		
	Skid Steer-Kubota-SLV65-2 (1445)	10		\$70.67	706.7	\$70.67		
Sum of Equipment						\$706.70	\$70.67	
MATERIAL								
Date	MATERIAL	MAT QTY	MAT UM	MAT UP	MAT AMT	MATERIAL MU		
		0	IF	\$0.00	0	\$0.00		
Sum of MATERIAL						\$0.00	\$0.00	

Orchard Park Drainage		Rework ditch at Cul-De-Sac				24033	1
RENTED EQUIPMENT							
Date	RENTED EQP	RENTED EQP HRS	RENTED EQP RATE	RENT AMT	RENT MU		
	0	0	\$0.00	\$0.00	\$0.00		
Sum of RENT				\$0.00	\$0.00		
SUBCONTRACTS							
Date	SUBCONTRACT	SUB QTY	SUB U/M	SUB U/P	SUB AMT	SUB MU	
		1	ea	\$0.00	0		
Sum of SUBCONTRACTS					\$0.00	\$0.00	

TOTAL COST
\$3,023.92

TOTAL MU
\$302.39

BONDS / INSURANCE
\$24.95

TOTAL
\$3,351.26

\$3,351.26
Per Unit

Daily Report - 21-SW-03 Orchard Park Drainage Imp (24033)

Date: 9/10/2025

Diary

CASLER, Paul (03038)

No data available

Notes

CASLER, Paul (03038)

044-30550 : SEED/SOD PREPARATION

Internal	Transaction Tags	Public
Re worked ditch on cul-de-sac 5 hours on t&m		
Started cutting down structures on wood lawn		

Time Card

CASLER, Paul (03038)

Cost Codes #1-1

Shift 1

Code	Name	Pay Class	044-30550 	Resource Total
3038	Paul Casler	8410	SEED/SOD PREPARATION 160.000 SYS	10
4061	Zachary Davis	1112		9
8154	John Hale	1200		9

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26002

Lane Zaugg

1112

8 / 1

9

Cost Adjustments

Code	Name	Adjustments
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No data available

Schedules

No data available

Code	Name	Meter On	Meter Off	First Ignition On	Engine Off Duration	Last Ignition Off	Notes
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No data available

Labor Totals

Hours: 37

Broken Out: 32/5/0

Equipment Totals

Hours: 0

Broken Out: 0/0/0

Materials, Subcontract Items, Expenses

CASLER, Paul (03038)

MSE Code	Description	Unit	Received Quantity
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No data available

Cost Code	Description	MSE Code	MSE Description	Unit	Installed Quantity
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No data available



Diary

PROBST, Jeffery (16102)

Note

Transaction Tags

paul was back on site working on the area disturbed at niman ctafter he was give the ok they moved on to cutting the structures per the detailon DT4met with Krystal and another home ower complaing we didnt place any top soil in her yard i explained we were to replace the top soil from the existing and if there was more needed then we were to bring in from off site



Notes

PROBST, Jeffery (16102)

No data available

Time Card

PROBST, Jeffery (16102)

No data available

Materials, Subcontract Items, Expenses

PROBST, Jeffery (16102)

MSE Code	Description	Unit	Received Quantity
No data available			

Cost Code	Description	MSE Code	MSE Description	Unit	Installed Quantity
No data available					



CO #1 - Item 6

CALUMET CIVIL CONTRACTORS, INC.

Orchard Park

RFP 6

Cost for Exploratory dig for broken tile

Costs for exploratory dig	(per attached backup)	extension
		\$ 1573.05



PROJECT NAME		T M EXPLANATION		CALUMET JOB NO		CALUMET CODE		QTY
Orchard Park Drainage		Exploratory dig		24033				1
LABOR								
Date	LABOR TYPE	HOURS	ST-OT	ST RATE	OT RATE	LABOR AMT	LABOR MU	
5/16/2025	Operator 103	2	OT	\$74.77	\$100.23	\$200.46	\$20.05	
5/16/2025	Operator 103	6	ST	\$74.77	\$100.23	\$448.62	\$44.86	
5/16/2025	Laborer	0.5	OT	\$54.31	\$71.72	\$35.86	\$3.59	
5/16/2025	Laborer	4	ST	\$54.31	\$71.72	\$217.24	\$21.72	
Sum of LABOR						\$902.18	\$90.22	
EQUIPMENT								
Date	EQUIPMENT	EQP HRS	RATE	EQP AMT	EQP MU			
	Excavator-Kobelco-SK230 (2023)	2	\$119.95	239.9	\$23.99			
	Skid Steer-Kubota-SVL65-2HWC (1446)	2	\$70.67	141.34	\$14.13			
	Loader-Volvo-L60H (1324)	2	\$67.99	135.98	\$13.60			
Sum of Equipment				\$517.22	\$51.72			
MATERIAL								
Date	MATERIAL	MAT QTY	MAT UM	MAT UP	MAT AMT	MATERIAL MU		
		0	IF	\$0.00	0	\$0.00		
Sum of MATERIAL					\$0.00	\$0.00		

Orchard Park Drainage			Exploratory dig			24033			1		
RENTED EQUIPMENT											
Date	RENTED EQP	RENTED EQP HRS	RENTED EQP RATE	RENT AMT	RENT MU						
	0	0	\$0.00	\$0.00	\$0.00						
Sum of RENT					\$0.00	\$0.00					
SUBCONTRACTS											
Date	SUBCONTRACT	SUB QTY	SUB U/M	SUB U/P	SUB AMT	SUB MU					
		1	ea	\$0.00	0						
Sum of SUBCONTRACTS					\$0.00	\$0.00					

TOTAL COST
\$1,419.40

TOTAL MU
\$141.94

BONDS / INSURANCE
\$11.71

TOTAL
\$1,573.05

Per Unit
\$1,573.05



No notes found



 Notes

Matthew Vaught (22025)

050-79100 : TEMP EROSION MAINTENANCE

Internal	Transaction Tags	Public
14 houses where we recut ditch every up stream has 8' of erosion control		

99902 : exploratory dig fixl pipe that was sucking

Internal	Transaction Tags	Public
At new added str at north end of job where we cut out old Tee we added a new str with 6" of 18" pipe stubbed to ditch and a 2' piece tied in off existing and we did our concrete work. And we dug down where water was disappearing in ditch and was a old field tile that we patched up and fixed and buried		

Checked all erosion control

 Time Card

Matthew Vaught (22025)

Cost Codes #1-2		Shift 1	
Code	Name	Pay Class	Resource Total
22025	Matthew Vaught	1030	
			9

99902	exploratory dig fixl pipe that was sucking	0.000 LS
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8	/	1	9
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↳  LDR1324	Loader Volvo L60H	9	9	7
2174	Steve Burton	1030	8 / 1	9
↳  EXC2026	KOBELCO SK230 2023	9	9	9
13179	Thomas Martin	1200	7 / 0.5	8.5
12058	Brandon Long	1200	6	7
18099	Robert Ross	1030	7	8
↳  SKD1446	Skid Steer Kubota SVL65 2019	1	7	8

Cost Adjustments

Code	Name	Adjustments		
No data available				
Schedules				
		Start	Meal (1)	Meal (2) End
22025	Matthew Vaught	07:00		16:00
		Breaks	No data available	
2174	Steve Burton	07:00		16:00
		Breaks	No data available	
13179	Thomas Martin	07:30		16:00
		Breaks	No data available	
12058	Brandon Long	09:00		16:00
		Breaks	No data available	
18099		07:30		15:30

Robert Ross

Breaks

No data available

Code	Name	Meter On	Meter Off	First Ignition On	Engine Off Duration	Last Ignition Off	Notes
LDR1324	Loader Volvo L60H	1.00	6,427.00				
EXC2026	KOBELCO SK230 2023	1.00	1,111.00				
SKD1446	Skid Steer Kubota SVL65 2019	1.00	4,551.00				

Labor Totals

Hours: 41.5

Broken Out: 39/2.5/0

Equipment Totals

Hours: 26

Broken Out: 26/0/0

Materials, Subcontract Items, Expenses

Matthew Vaught (22025)

MSE Code	Description	Unit	Received Quantity
No data available			

Cost Code	Description	MSE Code	MSE Description	Unit	Installed Quantity
No data available					

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CO #1 - Item 7

CALUMET CIVIL CONTRACTORS, INC.

Orchard Park

RFP 7

Cost for adding dirtwork to create 4' path at 10129 Orchard Park

Costs for adding 4' path	(per attached backup)	extension \$ 2399.82
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PROJECT NAME	T M EXPLANATION	CALUMET JOB NO	CALUMET CODE	QTY
Orchard Park Drainage	added 4' path at 10129 Orchard Park	24033		1

LABOR										
Date	LABOR TYPE	HOURS	ST-OT	ST RATE	OT RATE	LABOR AMT	LABOR MU			
11/6/2025	Teamster	0	ST	\$59.52	\$79.27	\$0.00	\$0.00			
	Operator 841	4	OT	\$74.90	\$98.40	\$393.60	\$39.36			
	Laborer	8	ST	\$54.31	\$71.72	\$434.48	\$43.45			
	Sum of LABOR					\$828.08	\$82.81			

EQUIPMENT										
Date	EQUIPMENT	EQP HRS	RATE	EQP AMT	EQP MU					
	Semi Tractor-Kenworth-W900 (475)	4	\$62.82	251.28	\$25.13					
	Pickup-Chevrolet-1500 (708)	4	\$27.70	110.8	\$11.08					
	Skid Steer-Kubota-SLV65-2 (1445)	4	\$70.67	282.68	\$28.27					
	Sum of Equipment			\$644.76	\$64.48					

MATERIAL										
Date	MATERIAL	MAT QTY	MAT UM	MAT UP	MAT AMT	MATERIAL MU				
11/6/2025	sta-green pins	2	ea	\$15.18	30.36	\$3.04				
11/6/2025	fertilizer	1	zz	\$28.48	28.48	\$2.85				
11/6/2025	straw blanket	5	ro	\$33.23	166.15	\$16.62				
11/6/2025	seed	1	ba	\$26.58	26.58	\$2.66				
11/6/2025	topsoil	4.5	cy	\$98.00	441	\$44.10				
	Sum of MATERIAL				\$692.57	\$69.26				

Orchard Park Drainage		added 4' path at 10129 Orchard Park			24033	1
RENTED EQUIPMENT						
Date	RENTED EQP	RENTED EQP HRS	RENTED EQP RATE	RENT AMT	RENT MU	
	cmg trucking	0	\$165.00	\$0.00	\$0.00	
Sum of RENT				\$0.00	\$0.00	
SUBCONTRACTS						
Date	SUBCONTRACT	SUB QTY	SUB U/M	SUB U/P	SUB AMT	SUB MU
		1	ea	\$0.00	0	
Sum of SUBCONTRACTS					\$0.00	\$0.00

TOTAL COST	\$2,165.41
TOTAL MU	\$216.54
BONDS / INSURANCE	\$17.86
TOTAL	\$2,399.82

\$2,399.82 Per Unit

Daily Report - 21-SW-03 Orchard Park Drainage Imp (24033)

Date: 11/6/2025

Diary

PROBST, Jeffery (16102)

Transaction Tags

Note

Matt was on site and added to the walk area requested by Carmel Krystal was present also Matt told me apprx 4yds of top soil 1 small bag of seed and 1 of fertilizer along with erosion fabric and staples to hole down they had 4+ hrs on the skid loader and 3 guys for labor told matt to note all this and turn texted Jim for a 999 for the T&M
Krystal said she is good with everything and took a picture of the receipt for the seed and straw

Notes

PROBST, Jeffery (16102)

No data available

Time Card

PROBST, Jeffery (16102)

No data available

Materials, Subcontract Items, Expenses

PROBST, Jeffery (16102)

MSE Code

Description

Calumet Civil Contractors, Inc.

Unit

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Received Quantity

No data available

Cost Code	Description	MSE Code	MSE Description	Unit	Installed Quantity
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No data available

Diary

Matthew Pierson (16104)

6/11/2025 10:00 AM



6/11/2025 10:00 AM



6/11/2025 10:00 AM





 Notes

Matthew Pierson (16104)

99906 : added dirt path 10129 Orchard Park

Internal	Transaction Tags	Public
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93 sys Put in 4.5 cubic yards of dirt from lapel

93.3 sys seeded and strawed

Used 5 straw blankets

1 bag of seed and half a bag of fertilizer

Recipe is in photos

Went shop grabbed 3 bails just in case straw mats
Calumet Civil Contractors, Inc.

were to thin

Time Card

Matthew Pierson (16104)

Cost Codes #1-1

Shift 1

Code	Name	Pay Class	99906 	Resource Total
16104	Matthew Pierson	1200	8	8
↔  TLR2234	Dump Trailer Corn DB-12-S		4	4
8173	Eric Hedger	8410	8	8
↔  SKD1456	Kubota Skid Steer SVL75		4	4
13184	Payne Meek	1200	8	8

Cost Adjustments

Code	Name	Adjustments
No data available		

Schedules

No data available

Code	Name	Meter On	Meter Off	First Ignition On	Engine Off Duration	Last Ignition Off	Notes
No data available							

Labor Totals

Hours: 24

Broken Out: 24/0/0

Equipment Totals

Calumet Civil Contractors, Inc.

HeavyJob | <https://heavyjob.hcssapps.com/> | 855-231-7878

Hours: 8

Broken Out: 8/0/0

 Materials, Subcontract Items, Expenses

Matthew Pierson (16104)

MSE Code	Description	Unit	Received Quantity
No data available			

Cost Code	Description	MSE Code	MSE Description	Unit	Installed Quantity
No data available					

Carmel Orchard Park - Combined Change Order #1

Final Audit Report

2026-04-23

Created:	2026-04-23
By:	Laurie Slick (lslick@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcL3GfYYQRioWKs9e7gDFi7dN8pddqZOr

"Carmel Orchard Park - Combined Change Order #1" History

-  Document created by Laurie Slick (lslick@carmel.in.gov)
2026-04-23 - 12:15:15 PM GMT
-  Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-04-23 - 12:15:26 PM GMT
-  Email viewed by Bradley Pease (bpease@carmel.in.gov)
2026-04-23 - 12:30:03 PM GMT
-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-04-23 - 12:30:26 PM GMT - Time Source: server
-  Agreement completed.
2026-04-23 - 12:30:26 PM GMT

CrossRoad Engineers, PC
Engineering Department – 2026
Appropriation #2200-44-628.71 2022 Bond; P.O. #116641
Contract Not To Exceed \$100,400.00

**ADDITIONAL SERVICES AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and CrossRoad Engineers, PC (the "Professional"), as City Contract dated December 18, 2024 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

By:

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

CrossRoad Engineers, PC

By:

Authorized Signature

Printed Name

Title

FID/TIN: _____

Date: _____



April 1, 2026

Mr. Bradley Pease, P.E.
City Engineer
City of Carmel
1 Civic Square
Carmel, IN 46032

Re: 141st Street Path Project
2022 Bond Project 22-ENG-11
Construction Inspection – Supplemental 1

Dear Bradley:

Based on our conversations with you and your team, we are hereby requesting this supplemental to the inspection portion of the 141st Street Path Project 22-ENG-11 Engineering Services contract. As you are aware, the original substantial completion date for this project was to be November 30, 2025. Several factors have delayed the project, including utility relocation delays, delays with ROW acquisitions, and other miscellaneous issues. As a result, the substantial completion date has been extended to May 1, 2026, with a final completion date to follow. Property acquisition for Parcels 3 and 19 is still in process and once acquired an approximate 30 additional days will be needed to complete the improvements on those parcels. We have been able to stretch our original budget through the majority of the project extension, but we are projected to run out of funds this month due to the project delays mentioned above. Additional delays include several field modifications and additional path sections being added to the contract. These changes and additions required thorough field reconnaissance and engineering to prepare exhibits and coordinate with all parties. We are requesting this supplement in order to continue all utility coordination, inspection, general coordination, and management of this project.

In summary, we are requesting a supplemental in the amount of \$100,400 for the above-described work. The remaining work is estimated to be 8 weeks with 2 additional weeks to finalize the project and complete the FCR. We have budgeted 1 hour per week for the Director, 4 hours for the Senior PM, 12 hours per week for the Senior RPR, and 45 hours per week for the Project Inspector. These budgeted hours, with the corresponding billing rates, yield the estimated costs as shown on the attached spreadsheet.

If you should have any questions or need any further information, please do not hesitate to call me at (765) 506-8784.

Sincerely,

A handwritten signature in black ink, appearing to read "Curtis Holcom", is positioned above the printed name.

Curtis Holcom, P. E.
Vice President
CrossRoad Engineers, PC



141st Street Path Project
22-ENG-11
 Estimated Costs for Construction Inspection

ACTIVITY			DIR	SENIOR PM	SENIOR RPR	PROJ INSP	ASST PROJ INSP
Construction Duration	8	wks	8	32	96	360	
Complete Final Record	2	wks	2	8	24	90	0
TOTAL HOURS			10	40	120	450	0

The proposed fee for these estimated hours is as follows:

DIRECT LABOR COSTS --

<u>Personnel Class</u>	<u>Billing Rate</u>	<u>Total Hours</u>	<u>Direct Labor Costs</u>
Director	\$206.00	10	\$2,060.00
Senior Project Manager	\$181.00	40	\$7,240.00
Senior Resident Proj. Rep.	\$172.00	120	\$20,640.00
Project Inspector	\$144.00	450	\$64,800.00
Asst. Proj. Inspector	\$102.00	0	\$0.00
TOTAL DIRECT LABOR COSTS			\$94,740.00

DIRECT NON - LABOR COSTS --

MILEAGE			<u>Direct Non-Labor Costs</u>
Budgeted mileage rate is \$0.70 /mile			
Director	50 miles/wk	x 12 weeks	\$280.00
Senior Project Manager	100 miles/wk	x 12 weeks	\$560.00
Senior Resident Proj. Rep.	250 miles/wk	x 12 weeks	\$1,400.00
Project Inspector	250 miles/wk	x 12 weeks	\$1,400.00
Estimated Budget for On-Site Material Testing Services			<u>\$2,000.00</u>
TOTAL NON- LABOR COSTS			<u>\$5,640.00</u>
TOTAL ESTIMATED COSTS			\$100,380.00

USE

\$100,400.00



CITY OF CARMEL, INDIANA

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

116641

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
4/7/2025			068025	Professional Services Agreement 1/22/25 - ASA 4
CROSSROAD ENGINEERS, PC		City Engineering's Office		
VENDOR 115 N 17TH AVE		SHIP TO 1 Civic Square		
BEECH GROVE, IN 46107 -		Carmel, IN 46032-		
		Laurie Slick		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
99663				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2200 Fund: 0 2022 Bond

Account: 44-628.71

1 Each	ASA 4 - 22-ENG-11 - 141st St. Path - Inspection	\$222,000.00	\$222,000.00
1 Each	ASA 4a - 22-ENG-11 - 141st St. Path - Inspection not-to-exceed	\$100,400.00	\$100,400.00

Sub Total \$322,400.00

Send Invoice To:

City Engineering's Office
Laurie Slick
1 Civic Square
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
------------	---------	---------	-----------------	--------

SHIPPING INSTRUCTIONS

*SHIP PREPAID.
*C.O.D. SHIPMENT CANNOT BE ACCEPTED.
*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING
*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, AC
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THER

ORDERED BY

TITLE

PAYMENT

\$322,400.00

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE
A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

Bradley Pease
Director

Zac Jackson
CFO

CONTROL NO. 116641

Contract #00000000000000000000100872

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of up to \$1,000,000.00(the "Grant"), representing 50% of the eligible costs of the project (the "Project") described in Attachment A of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code ch. 8-23-30 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

4. Term. This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code ch. 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than three (3) months from the date of the award letter, attached hereto as **Attachment B** and incorporated fully herein. If the Grantee fails to procure a contractor by three (3) months from the date of the award letter, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code ch. 8-23-30.

5. Grant Funding. Pursuant to Ind. Code ch. 8-23-30, the Grantee agrees to the following:

- A. The Grantee may use the State funds only for the Project described in **Attachment A**;
- B. If the Grantee uses the grant funds for any purpose other than construction of the Project as described in **Attachment A**, the Grantee:
 - i. must immediately repay all grant funds provided to the State; and
 - ii. may not participate in the grant program during the succeeding State fiscal year.
- C. The Grantee shall provide local matching funds equal to not less than **50%** of the total contract amount;
- D. Disbursement of grant funds will not be made until the Grantee's submission of the Project Material Bid for Force Account Work or a fully executed contract with a contractor;
- E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. Payment of Grant Funds.

- A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.
- B. Requests for payment of grant funds will be processed only upon receipt of a Notification of Contractor Award and Funding letter and all required documentation.
- C. Pursuant to Ind. Code ch. 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee up to **50% of the eligible Project costs based upon the accepted contractor's low bid**. The maximum amount of state funds allocated to the Project shall not exceed **\$1,000,000.00**.
- D. Pursuant to Ind. Code § 8-23-30, the Grantee's **50%** match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's **50%** match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in **Attachment A**, the Grant Application, and the terms and conditions of the Grant Agreement;

B. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

C. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State. Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

D. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the

Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC § 24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person

with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification. As a condition precedent to entering this contract, and as required by IC § 22-5-1.7 and Executive Order 25-29, the Grantee swears or affirms under the penalties of

perjury that the Grantee has not knowingly employed, and will not knowingly employ, an unauthorized alien. The Grantee further affirms that:

- A. The Grantee has enrolled in and verified the work eligibility status of all his/her/its employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Grantee is not required to participate should the E-Verify program cease to exist. Additionally, the Grantee is not required to participate if the Grantee is self-employed and does not employ any employees.
- B. The Grantee has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The Grantee has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person that the Grantee subsequently learned or learns is an unauthorized alien.
- C. The Grantee his/her/its subcontractors who perform work under this Contract to certify to the Grantee that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Grantee agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act:

- A. The Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this subparagraph may be

regarded as a material breach of this Contract, including for purposes of IC 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Grantee or any subcontractor.

B. Grantee covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Contractor's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of IC 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Grantee or any subcontractor.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N758-LPA
Indianapolis, IN 46204
E-mail: indotlpampo@indot.in.gov

With a copy to:

Chief Legal Counsel/Deputy Commissioner
Indiana Department of Transportation
100 N Senate Avenue, Room N758-Legal
Indianapolis, IN 46204-2216

B. Notices to the State regarding project management shall be sent to respective District Office:

Carla Sheets
Greenfield District
32 S. Broadway St.
Greenfield, IN 46140
Email: csheets@indot.in.gov

C. Notices to the Grantee shall be sent to:

City of Carmel
ATTN: Sue Finkam
One Civic Square
Carmel, IN 46032
Email: sfinkam@carmel.in.gov

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) this Grant Agreement, (2) Exhibits prepared by the State, (3) Invitation to Apply for Grant; (4) the Grant Application; and (5) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

25. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Grant Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Grant Agreement to the State of Indiana. I understand that my signing and submitting this Grant Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Grant Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Grant Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Grant Agreement will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

City of Carmel
Signed by:
By: Sue Pinkam
F2811D170A1F460...
Title: Mayor
Date: 4/17/2026 | 16:53 EDT

Indiana Department of Transportation
Signed by:
By: Eaton-Mckalip, Kathy - 00800
BC7308F386E24E1...
(for) Lyndsay Quist, Commissioner
Date: 4/19/2026 | 10:03 EDT

Electronically Approved by: Department of Administration	Electronically Approved by: State Budget Agency
By: (for) Brandon Clifton, Commissioner	By: (for) Chad Ranney, Director

Approved as to Form and Legality:
*Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on July 18, 2025.
FA 25-33*

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: **2600229**

Application ID: **15319**

Program: **Local Roads and Bridges Matching Grants**

Type of Project: **HMA Overlay, Preventive Maintenance**

Location:

Route Name	From	To
SPRINGMILL RD	Main Street	116th Street
CLAY CENTER RD	Main Street	116th Street
WESTFIELD BLVD	106th Street	96th Street
PENNSYLVANIA ST	116th Street	106th Street
106TH ST	Westfield Blvd	Keystone Pkwy
DORSET BLVD	Spring Mill Rd	Illinois St
116TH ST	Shelborne Rd	Towne Rd
W 126TH ST	Shelborne Rd	Towne Rd
111TH ST	Illinois St	Pennsylvania Blvd

A general scope/description of the Project is as follows:

The project scope is the mill and overlay of 10 City Streets.

The maximum amount of state funds allocated to the Project shall not exceed \$1,000,000.00.

ATTACHMENT B

AWARD LETTER



April 15, 2028

City of Carmel
Mayor Sue Finkam/Laurie Slick
One Civic Sq
Carmel, IN 46032

RE: Community Crossing Matching Grant Fund 2028-1 Award Letter

Dear Mayor Finkam:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2028-1 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded the following Community Crossings Matching Grant Funds based upon your estimates:

Application ID	Preliminary Awarded Amount	Location Priority
15319	\$1,000,000.00	All
TOTAL	\$1,000,000.00	

Preliminary award amounts are contingent upon the following:

- INDOT must receive a Notification of Contractor Award Letter with all supporting documents, including a copy of the fully executed contract with a contractor or material supplier.
- Contractor/material supply contracts must be submitted no later than May 1, 2028. Failure to meet this date will result in the forfeiture of your funds. No exceptions.
- The Local Public Agency (LPA) must use DocuSign to electronically sign the Local Roads and Bridges Matching Grant Agreement. Your grant agreement has already been requested, and you should receive it soon.
- Once all required documentation is received, reviewed, and contracts fully executed, INDOT will transfer the appropriate percentage amount based upon your contractors bid amount into your account.

The Community Crossings Matching Grant Funds, which are administered by INDOT, will be used for funding up to 50 percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana's infrastructure.

If you have any questions, please contact Carla Sheets, (765) 381-5650 or csheets@indot.in.gov.

The State of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvement to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.

Sincerely,

Director of Local Programs

Indiana Department of Transportation

Agency Fiscal Approval

▼ STIND/00000000000000000000100872:Approved

Agency Fiscal Approval

Approved

✓ Autumn Castro-00800
Agency Fiscal Approval for SCM
04/20/26 - 8:34 AM

IDOA Approval

▼ STIND/00000000000000000000100872:Approved

IDOA Legal Approval

Approved

✓ Redding, Sandra-061-Procq
IDOA Legal Approval for SCM
04/23/26 - 12:33 PM

SBA Approval

▼ STIND/00000000000000000000100872:Approved

SBA Approval

Approved

✓ Gabriel Donnelly- 00057
SBA Analyst Approval for SCM
04/28/26 - 9:46 AM

Approved and Adopted this ____ day of _____, 20____.

CITY OF CARMEL, INDIANA

By and through its Board of Public Works and Safety

BY:

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

**ADDITIONAL SERVICES AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and Schmidt Associates, Inc. (the "Professional") on or about August 6, 2025 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Letter of Agreement and Scope of the Project attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

By: _____

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

Schmidt Associates, Inc.

By: _____

Authorized Signature 

Sarah Hempstead
Printed Name

CEO
Title

Date: 04/09/2026



February 12, 2026

Zac Jackson
CFO
City of Carmel
One Civic Sq.
Carmel, IN 46032

Re: Letter of Agreement
Fire Station #44
2026-028.000

Dear Zac:

We are pleased to submit this Letter of Agreement for the mechanical engineering for Fire Station #44.

By this Letter and subject to the terms and conditions contained herein the City of Carmel, (Owner) authorizes Schmidt Associates, Inc., (Schmidt Associates) to undertake the Services as described in this Letter.

Direction will be provided by Clayton Bell, Public Safety Facilities Director.

SCOPE OF THE PROJECT

The City of Carmel currently has a VRF system serving Fire Station #44. The system is not providing an adequate level of reliable service for the 24/7 operations within the station. Schmidt Associates will provide engineering services to convert the station to a hydronic VAV system within the station.

Areas to be addressed include all spaces within the building, excluding the apparatus bays. In addition, the Emergency Operations Center will operate on a separate HVAC system, including independent redundancy, designed to handle the additional heat load created through the technology usage in the space.

The preliminary estimated construction cost for the project is \$1,000,000 (one million dollars).

SCOPE OF THE SERVICES

- Schematic Design & Design Development
 - Conceptual Drawings for mechanical system
 - Mechanical equipment selection and first draft of drawings and specifications



**BETTER FORESIGHT.
BETTER INSIGHT.
BETTER ON-SITE.**

LOCATIONS

415 Massachusetts Avenue
Indianapolis, IN 46204
317.263.6226

731 Brent Street, Suite 203
Louisville, KY 40204
502.581.0042

PRINCIPALS

Sarah Hempstead, AIA, LEED AP
Kevin Shelley, AIA, LEED AP
Brett Quandt, CDA
Lisa Gomperts, FAIA, LEED AP
Anna Marie Burrell, AIA, RID
Kyle Miller, PE, LEED AP
Steve Schaecher, AIA, LEED AP
Ben Bain, CPSM
Eric Broemel, PE, CEM
Audra Blasdel, MBA
Bill Gruen, CEM, LEED AP
Veena Reddy, AIA, LEED AP,
WELL AP, SEA
Ben Simmons, AIA, LEED AP

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Letter to Zac Jackson
Fire Station #44
February 12, 2026
Page 2

- Construction Documents
 - Mechanical drawings and specifications for bidding
- Procurement
 - Participation in pre bid meeting and bid opening
- Construction Administration
 - Submittal review
 - RFI responses
 - Participation in regular bi-weekly construction meetings by our construction administration staff, along with Project Manager, and mechanical staff as needed.

SCHEDULE OF ACTIVITIES

A preliminary timeline for activities for the scope of services is as follows:

- Schematic Design: 4 weeks
- Design Development completion: 4 weeks
- Construction Documents completion: 6 weeks
- Procurement: 6 weeks
- Construction: 18 weeks

OWNER-PROVIDED ITEMS

Any available construction documents for the existing facilities.

ASSUMPTIONS/CLARIFICATIONS

Information furnished by others is assumed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, Schmidt Associates assumes no responsibility for its accuracy.

New information or unforeseen conditions that require services beyond those indicated in this Letter, or substantially change in the construction cost or schedule, will be identified as Additional Services and may be subject to an adjustment in the schedule and/or fee. Written authorization from the Owner is required prior to performing any Additional Services.

FEE AND PAYMENT

The fee will be \$70,000. Additional services requested by the Owner will be billed according to Schmidt Associates' current Hourly Rate Schedule. A copy is attached.



Letter to Zac Jackson
Fire Station #44
February 12, 2026
Page 3

Reimbursed expenses include mileage, printing, and Owner authorized costs related to travel, testing and/or permitting. Reimbursed expenses will be billed at cost times 1.10. Reimbursable expenses are expected to be less than \$500.

The fee will be billed monthly. Payments are due and payable fifteen (15) days from the date of the invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of 1.5% per month.

ADDITIONAL TERMS

Schmidt Associates is not responsible for any loss, damage or liability arising from negligent acts by any persons or companies other than employees or consultants of Schmidt Associates. It is agreed that any liability of Schmidt Associates is limited to the amount of the fee. Further, Schmidt Associates' responsibility and liability is limited to the Owner.

The use by third parties of documents and electronic data prepared as a part of this Agreement without the knowledge and consent of Schmidt Associates shall be at the risk of the Owner and/or the third parties.

If the Owner cancels this Agreement, the Owner agrees to pay to the Schmidt Associates upon notice of cancellation for any time or costs incurred before receipt of said notice. Should either party of this Agreement institute legal proceedings because of alleged failure to perform in accordance with its terms, the party against whom judgment is rendered shall pay for all costs, both legal and otherwise, incurred by the other during said action.

Please indicate your acceptance of the terms and conditions of this Letter by signing and returning one copy of this Agreement. Receipt of the executed Letter will serve as our authorization to proceed with the Work. Also enclosed is the Indiana Department of Revenue General Sales Tax Exemption Certificate which should be filled out and if tax exempt, the appropriate reason code should be checked. Please return this form with the executed Letter of Agreement.

Thank you for this opportunity to be of service.

Sincerely,

SCHMIDT ASSOCIATES, INC.
Architecture • Engineering • Interior Design • Landscape Architecture



Letter to Zac Jackson
Fire Station #44
February 12, 2026
Page 4

A handwritten signature in cursive script, reading "Audra Blasdel".

Audra Blasdel
Division Lead
ablasdel@waypoint-strat.com

A handwritten signature in cursive script, reading "Sarah K. Hempstead".

Sarah K. Hempstead, AIA, LEED AP
Chief Executive Officer / Principal
shempstead@schmidt-arch.com

SIGNATURE PAGE

Owner

Accepted:

(Signature)

(Date)

(Printed name and title)



CITY OF CARMEL, INDIANA

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

119575

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
4/7/2026			378494	Sta. 44 HVAC - Design Fees & Project Management
WAYPOINT STRATEGIES		Carmel Fire Department		
VENDOR 415 MASSACHUSETTS AVE		SHIP 210 Veterans Way		
		TO Carmel, IN 46032-		
INDIANAPOLIS, IN 46204 -				
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
109433				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 1120 Fund: 101 General Fund

Account: 43-501.00

1 Each	***Per Quote Dated 2-12-26***	\$70,000.00	\$70,000.00
1 Each	Construction Administration	\$0.00	\$0.00
1 Each	Construction Documents	\$0.00	\$0.00
1 Each	Procurement	\$0.00	\$0.00
1 Each	Schematic Design & Design Development	\$0.00	\$0.00
Sub Total			\$70,000.00

Send Invoice To:

Carmel Fire Department
Accounts Payable
210 Veterans Way
Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
------------	---------	---------	-----------------	--------

SHIPPING INSTRUCTIONS

*SHIP PREPAID.

*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, AC
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THER

ORDERED BY

TITLE

PAYMENT

\$70,000.00

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE
A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

Denise Snyder

Accreditation/Budget Administrator

Zac Jackson

CFO

CONTROL NO. 119575

Schmidt Associates, Inc.
Finance Department – 2026
Appropriation #105 105 43-404.00 Food & Beverage Tax Fund, 1205 101 43-501.00 Fund; P.O. #s 119382, 118948
Contract Not To Exceed \$100,000.00

**ADDITIONAL SERVICES AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into by and between the City of Carmel and Schmidt Associates, Inc. (the "Professional"), as City Contract dated August 6, 2025 shall amend the terms of the Agreement by adding the additional services to be provided by Professional consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

By:

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

Schmidt Associates, Inc.

By:

Authorized Signature

Sarah Hempstead
Printed Name

CEO
Title

FID/TIN: 351402312

Date: 4/15/2026

February 16, 2026

Zac Jackson
CFO/Controller
City of Carmel
One Civic Square
Carmel, Indiana 46032

Re: Amendment to Letter of Agreement
City of Carmel Facilities Assessment
2024-145.000

Dear Zac Jackson:

We are pleased to submit this Amendment to the Letter of Agreement dated May 28, 2025, for Project Management Services to the City of Carmel for the completion of assessments of City owned buildings, and general project management advisory support to the city's facilities maintenance and infrastructure teams.

By this Letter and subject to the terms and conditions contained herein, the City of Carmel (Owner) authorizes Waypoint Strategies, Inc., (Waypoint Strategies) to undertake the Services as described in this Letter.

The following sections of the originally executed Letter of Agreement are amended to read as follows. All other sections of the original agreement remain agreed upon in the original Letter of Agreement. The original Letter of Agreement and Professional Services Agreement are attached hereto for reference.

SCOPE OF THE SERVICES

- Programmatic Assessment Criteria
 - Establish assessment program criteria, to include:
 - Standardized elements for collection
 - Inclusion of any unique or specific data points based upon conversations with the City of Carmel leadership.
 - Existing building and data review (plans, etc.)
 - Document building types, age, size, and quantity
- Contracted Assessment Coordination
 - Training
 - Scheduling
 - Follow-up
 - Data integration
- Additional Assessment Coordination
 - Internal team management
- 3–5-year capital planning

LOCATIONS

415 Massachusetts Avenue
Indianapolis, IN 46204
317.263.6226

731 Brent Street, Suite 203
Louisville, KY 40204
502.581.0042

PRINCIPALS

Sarah Hempstead, AIA, LEED AP
Kevin Shelley, AIA, LEED AP
Brett Quandt, CDA
Lisa Gomperts, FAIA, LEED AP
Anna Marie Burrell, AIA, RID
Kyle Miller, PE, LEED AP
Steve Schaecher, AIA, LEED AP
Ben Bain, CPSM
Eric Broemel, PE, CEM
Audra Blasdel, MBA
Bill Gruen, CEM, LEED AP
Veena Reddy, AIA, LEED AP,
WELL AP, SEA
Ben Simmons, AIA, LEED AP

WAYPOINT-STRAT.COM



- Establish prioritization criteria
- Extrapolate Data across buildings not completed
- Create a preliminary multi-year capital plan

Assessments will be conducted at the mid-level as established in the attached Assessment Scope document.

Project management services will include attendance in weekly PM team meetings with the city, providing insight and expertise on process, next steps, strategic considerations, and additional connections or resources to support project implementation. The anticipated commitment is between 2-3 hours per week. Changes to expectations or the need to provide full project management support that would require hours beyond those identified here will be handled via execution of an amendment to this contract or by separate, project-specific contract.

Based upon the review of the project and the current understanding of the owner's needs, the following buildings/structures will be assessed:

Building Name	Address	
CRC Office	580 Veterans Way, Suite 100	Carmel, IN 46032
Indiana Design Center Garage	200 S. Rangeline Road	Carmel, IN 46032
Carmel City Center Garage	720 S. Rangeline Road	Carmel, IN 46032
Civic Square Parking Garage	50 Red Truck Road	Carmel, IN 46032
Children's Art Gallery (Carmel Arts Council)	40 W. Main St	Carmel, IN 46032
Tower Bldg. & Equip Shelter #2109	473 3rd Ave SW	Carmel, IN 46032
12' A-Frame Enclosed w/Vertical roof (20x40)	4925 E. 106th St	Carmel, IN 46032
Street Dpt. Out Building	4925 E. 106th St	Carmel, IN 46032
Street Dpt. Heated Storage Building	4925 E. 106th St	Carmel, IN 46032
Street Dpt. Bldg. C, Storage	3400 W. 131st St	Carmel, IN 46032



Street. Dpt. 30x50 Vertical Triple Wide Garage	4915 E 106th St	Carmel, IN 46032
Street Dpt. 2020 Eagle Garage	4915 E 106th St	Carmel, IN 46032

In addition, the team will review the assessment information provided by the utilities department and will integrate that information into the overall assessment dashboard via SCOPE.

DELIVERABLES

- Facility Condition Assessment (SCOPE)
- Preliminary Multi-Year Capital Plan

SCHEDULE OF ACTIVITIES

Activity	Timeline
Assessments – Contracted & Internal	February – April 2026
Data Aggregation	May 2026
Utility Data Aggregation	June 2026
3-5 Year Capital Planning	June – July 2026

ASSUMPTIONS/CLARIFICATIONS (RESTATED)

Information furnished by others is assumed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, Waypoint Strategies assumes no responsibility for its accuracy.

New information or unforeseen conditions that require services beyond those indicated in this Letter will be identified as Additional Services and may be subject to an adjustment in the schedule and/or fee. Written authorization from the Owner is required prior to performing any Additional Services.

The City of Carmel is expected to hold all contracts for facility condition assessments beyond those being provided by Waypoint Strategies, and the City of Carmel will assist in the



Letter to Zac Jackson
City of Carmel Facilities Assessment – Phase 2 & PM Services
February 16, 2026
Page 4

management of contracted consultants for the purposes of maintaining and building relationships.

The building assessment will include an assessment of the building structures and building related mechanical, electrical, and plumbing systems. The assessment will not include an assessment of the water, wastewater, sewer, or other system components of utility services.

FEE AND PAYMENT

The fee will be \$95,000 billed in even monthly increments across the planned six (6) months of this contract: February 2026 – July 2026. Additional services requested by the Owner will be billed according to Waypoint Strategies' current Hourly Rate Schedule. A copy is attached.

Reimbursed expenses include mileage, printing, and Owner authorized costs related to travel, testing and/or permitting. Reimbursed expenses will be billed at cost times 1.10. Reimbursed expenses are estimated to be less than \$300/month.

The fee will be billed monthly. Payments are due and payable thirty (30) days from the date of the invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate of 1.5% per month.

ADDITIONAL TERMS (RESTATED)

Waypoint Strategies is not responsible for any loss, damage or liability arising from negligent acts by any persons or companies other than employees or consultants of Waypoint Strategies. It is agreed that any liability of Waypoint Strategies is limited to the amount of the fee. Further, Waypoint Strategies' responsibility and liability are limited to the Owner.

The use by third parties of documents and electronic data prepared as a part of this Agreement without the knowledge and consent of Waypoint Strategies shall be at the risk of the Owner and/or the third parties.

If the Owner cancels this Agreement, the Owner agrees to pay the Waypoint Strategies upon notice of cancellation for any time or costs incurred before receipt of said notice. Should either party of this Agreement institute legal proceedings because of alleged failure to perform in accordance with its terms, the party against whom judgment is rendered shall pay for all costs, both legal and otherwise, incurred by the other during said action.

Please indicate your acceptance of the terms and conditions of this Letter by signing and returning one copy of this Agreement. Receipt of the executed Letter will serve as our authorization to proceed with the Work. Also enclosed is the Indiana Department of Revenue General Sales Tax Exemption Certificate which should be filled out and if tax exempt, the



Letter to Zac Jackson
City of Carmel Facilities Assessment – Phase 2 & PM Services
February 16, 2026
Page 5

appropriate reason code should be checked. Please return this form with the executed Letter of Agreement.

Thank you for this opportunity to be of service.

Sincerely,

WAYPOINT STRATEGIES
A Division of Schmidt Associates


Sarah Hempstead
President & CEO
shempstead@schmidt-arch.com


Audra Blasdel
Division Lead
ablasdel@waypoint-strat.com

Accepted: _____
(Signature) (Date)

(Printed name and title)



SCHMIDT
ASSOCIATES

Hourly Rate Schedule

CEO – Principal / COO – Principal	\$350.00
Principal-In-Charge	\$300.00
Project Manager – Principal	\$280.00
Energy and Optimization Service Manager - Associate	\$265.00
Project Manager – Associate / Client Liaison	\$265.00
Sr. Project Architect – Principal	\$265.00
Project Delivery Systems Manager	\$250.00
Sr. Project Architect - Associate / Sr. Engineer - Associate	\$230.00
Design Architect / Design Landscape Architect	\$270.00
Sr. Project Architect / Sr. Engineer	\$220.00
Energy Engineer / Project Manager / Project Coordinator	\$215.00
BIM Specialist / Sr. Engineering Designer - Associate	\$210.00
Sr. Construction Administration / Field Manager	\$200.00
Sr. Engineering Designer / Technology Specialist / Associate	\$200.00
Engineer / Project Architect	\$180.00
Graphic Visualization Specialist	\$180.00
Sr. Landscape Architect / Manager	\$180.00
Urban Planner / LEED® Administrator	\$180.00
Sr. Engineering Designer / Controls Systems Specialist	\$180.00
Tech Resources Specialist / Sr. Interior Designer	\$175.00
Permitting Coordinator	\$165.00
Architect / BIM Designer / Technology Designer / CA	\$150.00
Landscape Architect	\$145.00
Sr. Architectural Graduate / Civil Designer	\$145.00
Interior Designer / Engineering Designer	\$145.00
Sr. Administrative / BIM Coordinator	\$140.00
Graduate Architect / Graduate Engineer	\$130.00
BIM Technician	\$125.00
Graduate Interior Designer / Administrative	\$120.00
Graduate Landscape Architect / Digital Media Specialist	\$120.00
Office Support	\$110.00
Interns	\$75.00

Hourly rates include payroll expenses, taxes, insurance, overhead and profit, and local telephone. Staffing and equipment selection is at the discretion of Schmidt Associates, Inc.

Confidential - not for unauthorized distribution.

Rates Effective 2/22/2024

**BETTER FORESIGHT.
BETTER INSIGHT.
BETTER ON-SITE.**

LOCATIONS

415 MASSACHUSETTS AVENUE
INDIANAPOLIS, IN 46204
317.263.6226

731 BRENT STREET, SUITE 203
LOUISVILLE, KY 40204
502.581.0042

PRINCIPALS

SARAH HEMPSTEAD, AIA, LEED AP
KEVIN SHELLEY, AIA, LEED AP
BRETT QUANDT, CDA
LISA GOMPERTS, FAIA, LEED AP
ANNA MARIE BURRELL, AIA, RID
KYLE MILLER, PE, LEED AP
STEVE SCHAECHER, AIA, LEED AP
BEN BAIN, CPSM
ERIC BROEMEL, PE, CEM
JOHN ROBERTSON, AIA, ACHE

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Indiana Department of Revenue
General Sales Tax Exemption Certificate

Indiana registered retail merchants and businesses located outside Indiana may use this certificate. The claimed exemption must be allowed by Indiana code. Exemption statutes of other states are not valid for purchases from Indiana vendors. **This exemption certificate can not be issued for the purchase of Utilities, Vehicles, Watercraft, or Aircraft.** Purchaser must be registered with the Department of Revenue or the appropriate taxing authority of the purchaser's state of residence.

Sales tax must be charged unless all information in each section is fully completed by the purchaser. Purchasers not able to provide all required information must pay the tax and may file a claim for refund (Form GA-110L) directly with the Department of Revenue.

Section 1 (print only)	Name of Purchaser _____		
	Business Address _____		City _____ State _____ Zip _____
	Purchaser must provide minimum of one ID number below.*		
	Provide your Indiana Registered Retail Merchant's Certificate TID and LOC Number as shown on your Certificate.....		
	TID# (10 digits)		LOC# (3 digits)

If not registered with the Indiana DOR, provide your State Tax ID Number from another State.....		
State ID#		State of Issue

***See instructions on the reverse side if you do not have either number.**

Section 2	Is this a ☐ blanket purchase exemption request or a ☐ single purchase exemption request? (check one)
	Description of items to be purchased. _____

Section 3	Purchaser must indicate the type of exemption being claimed for this purchase. (check one or explain)
	☐ Sales to a retailer, wholesaler, or manufacturer for resale only.
	☐ Sale of manufacturing machinery, tools, and equipment to be used directly in direct production .
	☐ Sales to nonprofit organizations claiming exemption pursuant to Sales Tax Information Bulletin #10. (May not be used for personal hotel rooms and meals.)
	☐ Sales of tangible personal property predominately used (greater than 50 percent) in providing public transportation - provide USDOT#. A person or corporation who is hauling under someone else's motor carrier authority, or has a contract as a school bus operator , must provide their SS# or FID# in lieu of a State ID# in Section #1. USDOT# _____
	☐ Sales to persons, occupationally engaged as farmers, to be used directly in production of agricultural products for sale. Note: A farmer not possessing a State Business License# may enter a FID# or a SS# in lieu of a State ID# in Section #1.
	☐ Sales to a contractor for exempt projects (such as public schools, government, or nonprofits).
	☐ Sales to Indiana Governmental Units (agencies, cities, towns, municipalities, public schools, and state universities).

☐ Sales to the United States Federal Government - show agency name. _____
Note: A U.S. Government agency should enter its Federal Identification Number (FID#) in Section #1 in lieu of a State ID#.
☐ Other - explain. _____

Section 4	I hereby certify under the penalties of perjury that the property purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act, Indiana Code 6-2.5, and the item purchased is not a utility, vehicle, watercraft, or aircraft.
	I confirm my understanding that misuse, (<i>either negligent or intentional</i>), and/or fraudulent use of this certificate may subject both me personally and/or the business entity I represent to the imposition of tax, interest, and civil and/or criminal penalties.
	Signature of Purchaser _____ Date _____
	Printed Name _____ Title _____

The Indiana Department of Revenue may request verification of registration in another state if you are an out-of-state purchaser.

Seller must keep this certificate on file to support exempt sales.

Form ST-105
General Information and Instructions

All four (4) sections of the ST-105 must be completed or the exemption is not valid and the seller is responsible for the collection of the Indiana sales tax.

Section 1 Instructions

- A) **This section requires an identification number.** In most cases this number will be an Indiana Department of Revenue issued Taxpayer Identification Number (TID# - see note below) used for Indiana sales and/or withholding tax reporting. If the purchaser is from another state and does not possess an Indiana TID#, a resident state's business license, or State issued ID# must be provided.
- B) **Exceptions** - For a purchaser not possessing either an Indiana TID# or another State ID#, the following may be used in lieu of this requirement.
- Federal Government** – place your FID# in the State ID# space.
- Farmer** – place your SS# or FID# in the State ID# space.
- Public transportation haulers** operating under another motor carrier authority, or with a contract as a school bus operator, must indicate their SS# or FID# in the State ID# space.
- Nonprofit Organization** – must show its FID# in the State ID# space.

Section 2 Instructions

- A) Check a box to indicate if this is a single purchase or blanket exemption.
- B) Describe product being purchased.

Section 3 Instructions

- A) Purchaser must check the reason for exemption.
- B) Purchaser must be able to provide additional information if requested.

Section 4 Instructions

- A) Purchaser must sign and date the form.
- B) Printed name and title of signer must be shown.

Note: The Indiana Taxpayer Identification Number (TID#) is a ten (10) digit number followed by a three (3) digit LOC#. The TID# is also known as the following:

- a) Registered Retail Merchant Certificate
- b) Tax Exempt Identification Number
- c) Sales Tax Identification Number
- d) Withholding Tax Identification Number

The Registered Retail Merchant Certificate issued by the Indiana Department of Revenue shows the TID# (10 digits) and the LOC# (3 digits) at the top right of the certificate.

City of Carmel

ONE CIMC SQUARE
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

119382

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
2/5/2026			378494	Continued maintenance/capital planning phase 2 in 2026. Also uses PO 107188 in Budget 1205.
WAYPOINT STRATEGIES		Food & Beverage Tax Fund		
VENDOR 415 MASSACHUSETTS AVE		SHIP TO Carmel, IN 46032-		
INDIANAPOLIS, IN 46204 -				
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
108308				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 105 Fund: 105 Food & Beverage Tax Fund

Account: 43-404.00

1 Each

Continued maintenance/capital planning Phase 2.

\$50,000.00	\$50,000.00
Sub Total	\$50,000.00



Send Invoice To:
Food & Beverage Tax Fund

Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
------------	---------	---------	-----------------	--------

SHIPPING INSTRUCTIONS

*SHIP PREPAID.

*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

PAYMENT

\$50,000.00

*A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

TITLE

Zac Jackson
CFO

Zac Jackson
CFO

CONTROL NO. **119382**

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

118948

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION		
12/23/2025			378494	Continued maintenance/capital planning in 2026		
WAYPOINT STRATEGIES VENDOR 415 MASSACHUSETTS AVE INDIANAPOLIS, IN 46204 -				General Administration SHIP TO 1 Civic Square Carmel, IN 46032-		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS		FREIGHT	
107188						
QUANTITY	UNIT OF MEASURE		DESCRIPTION		UNIT PRICE	EXTENSION

Department: 1205 Fund: 101 General Fund

Account: 43-501.00

1 Each

Continued maintenance/capital planning analysis in 2026

\$50,000.00	\$50,000.00
Sub Total	\$50,000.00



Send Invoice To:

Dept of Administration

1 Civic Square

Carmel, IN 46032-

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
------------	---------	---------	-----------------	--------

PAYMENT

\$50,000.00

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A
PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

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*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABEL

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945

AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

ORDERED BY

Ann Bingman

TITLE

Deputy CFO/Controller

Zac Jackson

CFO

CONTROL NO. **118948**

AMENDMENT TO AGREEMENT FOR SPORTS MEDICINE AND ATHLETIC TRAINING SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR SPORTS MEDICINE AND ATHLETIC TRAINING SERVICES ("Agreement") is hereby made and entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety (hereinafter "City"), and Thomas A. Brady Sports Medicine, P.C. d/b/a Forté Sports Medicine and Orthopedics (hereinafter "Professional").

RECITALS

WHEREAS City owns and is responsible for the operation and maintenance of its property, personnel, public works and infrastructure; and

WHEREAS, from time to time, City needs professional assistance in fulfilling its foregoing responsibilities; and

WHEREAS, Professional is experienced in providing and desires to provide to City the professional services ("Services") referenced herein; and

WHEREAS, City desires to continue engaging Professional as an independent contractor for the purpose of providing to City the Services referenced herein; and

WHEREAS, City and Professional have executed two agreements for services outlined herein with City of Carmel Police and Street Departments ("Previous Agreements"), and

WHEREAS, the Parties now desire to amend Previous Agreements by consolidating same into this Agreement and amending certain terms as outlined herein; and

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions set forth herein, City and Professional mutually agree as follows:

SECTION 1 **INCORPORATION OF RECITALS**

The foregoing Recitals are hereby incorporated into this Agreement and made a part hereof.

SECTION 2 **SCOPE OF SERVICES**

- 2.1 City desires to engage Professional as an independent contractor for the Services set forth in attached Exhibit A, incorporated herein by this reference. It is specifically agreed between the Parties that paragraph 9 of the Exhibit A shall not apply to members of Carmel Fire Department. Further, the Parties agree that Forte will reference other options available to City employees for treatment, including the employee Marathon Health Clinic and Lyra Health mental health provider.
- 2.2 All Previous Agreements between the Parties are hereby consolidated into this Agreement. Upon execution of this Agreement, its terms and conditions shall control the relationship between the

Parties.

- 2.3 Professional understands and agrees that City may, from time to time, request Professional to provide additional or modified Services to City. When City desires additional Services from Professional, the City shall notify Professional of such additional Services desired, as well as the time frame in which same are to be provided. Only after City has approved Professional's time and cost estimate for the provision of such additional Services, has encumbered sufficient monies to pay for same, and has authorized Professional, in writing, to provide such additional Services, shall such Services be provided by Professional to City. A copy of the City's authorization documents for the purchase of additional Services shall be numbered and attached hereto in the order in which they are approved by City.
- 2.4 Time is of the essence of this Agreement.

SECTION 3 CITY'S RESPONSIBILITIES

- 3.1 City shall provide such information as is reasonably necessary for Professional to understand the Services requested.
- 3.2 City shall provide all data required for provision of Services. Professional may assume that all data so provided is correct and complete.
- 3.3. City shall arrange for Professional to enter upon public and private property as reasonably required for Professional to perform the Services.
- 3.4 City designated payment for the Services from City budget appropriation numbers and funds as designated in the Previous Agreements that shall remain until expiration of the term of this Agreement.
- 3.5 City designates its Human Recourses Department or its duly authorized representative to act on City's behalf on all matters regarding the Services.

SECTION 4 PROFESSIONAL'S RESPONSIBILITIES

- 4.1 Professional shall perform the Services pursuant to the terms of this Agreement and within any applicable time and cost estimate.
- 4.2 Professional shall coordinate with City its performance of the Services.
- 4.3 Professional shall provide the Services by following and applying at all times reasonable and lawful standards as accepted in the industry.

SECTION 5 COMPENSATION

- 5.1 Professional shall be compensated as outlined in the Exhibit A. Professional shall submit an invoice

to City no more than once every thirty (30) days for Services provided City during the time period encompassed by such invoice. City shall pay Professional for all undisputed Services rendered and stated on such invoice within thirty five (35) days from the date of City's receipt of same.

- 5.2 Professional agrees not to provide any Services to City that would cause the total cost of same to exceed the Estimate, without City's prior written consent.

SECTION 6 TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Section 7.1 hereinbelow, this Agreement shall be in effect from the Effective Date through December 31, 2026.

SECTION 7 MISCELLANEOUS

7.1 Termination

- 7.1.1 The obligation to provide all or any portion of the Services under this Agreement may be terminated by City or Professional, without cause, upon thirty (30) days' notice.
- 7.1.2 The obligation to provide all or any portion of the Services under this Agreement may be terminated by City, for cause, immediately upon Professional's receipt of City's "Notice to Cease Services."
- 7.1.3 In the event of full or partial Agreement termination, and as full and complete compensation hereunder, Professional shall be paid for all such Services rendered and expenses incurred as of the date of termination that are not in dispute, except that such payment amount shall not exceed the Estimate. Disputed compensation amounts shall be resolved as allowed by law.

7.2 Binding Effect

City and Professional, and their respective officers, officials, agents, partners and successors in interest are bound to the other as to all Agreement terms, conditions and obligations.

7.3 No Third Party Beneficiaries

Nothing contained herein shall be construed to give rights or benefits to anyone other than the parties hereto.

7.4 Relationship

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Professional nor any of its agents, employees or contractors are City employees. Professional shall have the sole responsibility to pay to or for its agents, employees and contractors all statutory, contractual and other benefits and/or obligations as they become due. Professional hereby warrants

and indemnifies City for and from any and all costs, fees, expenses and/or damages incurred by City as a result of any claim for wages, benefits or otherwise by any agent, employee or contractor of Professional regarding or related to the subject matter of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

7.5 Insurance

7.5.1 Professional shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Professional's operations under this Agreement, whether such operations be by Professional or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Professional's insurance shall be not less than the amounts shown below:

A.	Commercial General Liability (Occurrence Basis)	
	Bodily Injury, personal injury, property damage, Contractual liability, product/completed operations	
	Each Occurrence Limit	\$1,000,000.00
	Medical Expense Limit	\$5,000.00
	Personal Injury Limit	\$500,000.00
	General Aggregate Limit	\$2,000,000.00
B.	Excess/Umbrella Liability	\$2,000,000.00
C.	Worker's Compensation & Disability	Statutory

7.5.2 Professional shall provide the City with a certificate of insurance, naming the City as an "additional insured," showing such coverage then in force (but not less than the amount shown above) shall be filed with City prior to commencement of any work. These certificates shall contain a provision that the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to City.

7.5.3 Professional may, with the prior approval of the City, substitute different types of coverage for those specified if the total amount of required protection is not reduced.

Professional shall be responsible for all deductibles.

7.5.4 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Professional to the above enumerated amounts.

7.6 Liens

Professional shall not cause or permit the filing of any lien on any of City's property. In the event such a lien is filed and Professional fails to remove it within ten (10) days after the date of filing, City shall have the right to pay or bond over such lien at Professional's sole cost and expense.

7.7 Default

In the event Professional: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Professional's warranties; (b) fails to perform the Services as specified; (c) fails to make progress so as to endanger timely and proper completion of the Services and does not correct such failure or breach within five (5) business days after receipt of notice from City specifying same; or (d) becomes insolvent, files, or has filed against it, a petition for receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to terminate all or any part of this Agreement, without liability to Professional and to exercise any other rights or remedies available to it at law or in equity.

7.8 Government Compliance

Professional agrees to comply with all laws, executive orders, rules and regulations applicable to Professional's performance of its obligations under this Agreement, all relevant provisions of which being hereby incorporated herein by this reference, to keep all of Professionals' required professional licenses and certifications valid and current, and to indemnify and hold harmless City from any and all losses, damages, costs, liabilities, damages, costs and attorney fees resulting from any failure by Professional to do so. This indemnification obligation shall survive the termination of this Agreement.

7.9 Indemnification

Professional shall indemnify and hold harmless City and its officers, officials, employees and agents from all losses, liabilities, claims, judgments and liens, including, but not limited to, all damages, costs, expenses and attorney fees arising out of any intentional or negligent act or omission of Professional and/or any of its employees, agents or contractors in the performance of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

7.10 Discrimination Prohibition

Professional represents and warrants that it and each of its employees, agents and contractors shall comply with all existing and future laws prohibiting discrimination against any employee, applicant for employment and/or other person in the subcontracting of work and/or in the performance of any Services contemplated by this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, subcontracting or work

performance hereunder because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. This indemnification obligation shall survive the termination of this Agreement.

7.11 E-Verify

Pursuant to I.C. § 22-5-1.7 et seq., Professional shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. The City acknowledges that Professional has executed and provided City the E-Verify Affidavit that is incorporated herein by this reference.

Should Professional subcontract for the performance of any work under this Addendum, the Professional shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor has enrolled and is participating in the E-Verify program. Professional shall maintain a copy of such certification for the duration of the term of any subcontract. Professional shall also deliver a copy of the certification to the City within seven (7) days of the effective date of the subcontract.

If Professional, or any subcontractor of Professional, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Professional or subcontractor subsequently learns is an unauthorized alien, Professional shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Professional or any subcontractor of Professional fail to cure within the Cure Period, the City has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply, should the E-Verify program cease to exist.

7.12 Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be stricken, and all other provisions of this Agreement that can operate independently of same shall continue in full force and effect.

7.13 Notice

Any notice, invoice, order or other correspondence required or allowed to be sent pursuant to this Agreement shall be written and either hand-delivered or sent by prepaid U.S. certified mail, return receipt requested, addressed to the parties as follows:

CITY:

City of Carmel
Human Resources Department
One Civic Square
Carmel, Indiana 46032

City of Carmel
Office of Corporation Counsel
One Civic Square
Carmel, Indiana 46032

PROFESSIONAL:

Thomas A. Brady Sports Medicine, P.C. d/b/a Forté Sports Medicine and Orthopedics

10767 Illinois Street, Suite 3000B
Carmel, Indiana 46032

Notwithstanding the above, City may orally provide to Professional any notice required or permitted by this Agreement, provided that such notice shall also then be sent as required by this paragraph within ten (10) business days from the date of such oral notice.

7.14 Effective Date

The effective date ("Effective Date") of this Agreement shall be the date on which the last of the parties hereto executes same.

7.15 Governing Law; Lawsuits

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of laws provisions, as well as by all ordinances and codes of the City of Carmel, Indiana. The parties agree that, in the event a lawsuit is filed hereunder, they waive any right to a jury trial they may have, agree to file such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

7.16 Waiver

Any delay or inaction on the part of either party in exercising or pursuing its rights and/or remedies hereunder or under law shall not operate to waive any such rights and/or remedies nor in any way affect the rights of such party to require such performance at any time thereafter.

7.17 Non-Assignment

Professional shall not assign or pledge this Agreement nor delegate its obligations hereunder without City's prior written consent.

7.18 Entire Agreement

This Agreement contains the entire agreement of and between the parties hereto with respect to the subject matter hereof, and no prior agreement, understanding or representation pertaining to such subject matter, written or oral, shall be effective for any purpose. No provision of this Agreement may be amended, added to or subtracted from except by an agreement in writing signed by both parties hereto and/or their respective successors in interest. To the extent any provision contained in this Agreement conflicts with any provision contained in any exhibit attached hereto, the provision contained in this Agreement shall prevail.

7.19 Representation and Warranties

Each party hereto represents and warrants that it is authorized to enter into this Agreement and that any person or entity executing this Agreement on behalf of such party has the authority to bind such party or the party which they represent, as the case may be.

7.20 Headings

All headings and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

7.21 Advice of Counsel

The parties warrant that they have read this Agreement and fully understand it, have had an opportunity to obtain the advice and assistance of counsel throughout the negotiation of same, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

7.22 Copyright

City acknowledges that various materials which may be used and/or generated by Professional in performance of Services, including forms, job description formats, comprehensive position questionnaire, compensation and classification plan and reports are copyrighted. City agrees that all ownership rights and copyrights thereto lie with Professional, and City will use them solely for and on behalf of its own operations. City agrees that it will take appropriate action with its employees to satisfy its obligations with respect to use, copying, protection and security of Professional's property.

7.23 Personnel

Professional represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with City. All of the services required hereunder will be performed by Professional or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

7.24 Records and Inspections

Professional shall maintain full and accurate records with respect to all matters covered under this agreement for three (3) years after the expiration or early termination of this Agreement. City shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings and activities.

7.25 Debarment And Suspension

7.25.1 Professional certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Professional.

7.25.2 Professional certifies that it has verified the state and federal suspension and debarment

status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. Professional shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at City's request, take all steps required by City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

7.26. Omitted.

7.27 Access to Public Records Act

Professional understands and agrees that any "public record", as that term is defined in Indiana Code 5-14-3-2(m), as amended, that is related to the subject matter of this Agreement, whether the same is in the possession or control of the Professional or the City, shall be subject to release under and pursuant to the provisions of Indiana's Access to Public Records Act, as codified in Indiana Code 5-14-3-1, et seq., as amended.

7.28 Iran Certification

Pursuant to I.C. § 5-22-16.5, the Professional shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

7.29 Suspension of Services

A. Suspension due to security or integrity threats. Professional agrees to provide at least twelve (12) hours notice to the City if any suspension of services or good deliveries will be necessary due to a threat to the technical security or technical integrity of the services or delivery systems.

B. Suspension due to payment dispute. If the Parties are having a billing or payment dispute, Professional shall not suspend the services under the Agreements between the Parties until such disputes is resolved or Agreements between the Parties are terminated.

7.30 Data Transfer Upon Termination

Upon termination of the Agreement, and if Professional possesses any City digital data or electronic content (collectively "Customer Data and Content"), Professional shall not delete and shall allow the City to download and export all such Customer Data and Content held in the services by Professional for ninety (90) days following termination.

7.31 Limitation on Use of Customer Data and Content

Professional shall not use, disclose, sell, license, rent, or otherwise exploit Customer Data and Content for any commercial purposes, nor for any purpose beyond the scope of providing the services set forth in the Agreements between the Parties. All use of Customer Data and Content by Professional must comply with all applicable federal, state, and local laws, rules, and regulations.

7.32 Marketing

Any Professional press-releases announcing the partnership between the Parties, shall be coordinated with the City's marketing department.

7.33 Data and Information Protection

A. Definitions. Capitalized terms used in this Section shall have the meanings set forth, below:

"Authorized Persons" means (i) the Professional's employees; and (ii) the Professional's subcontractors and agents who have a need to know or otherwise access Personal Information to enable the Professional to perform its obligations under this Addendum and the Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Addendum and the Agreement.

"Highly Sensitive Personal Information" means an (i) individual's government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (ii) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (iii) biometric, genetic, health, medical, or medical insurance data.

"Personal Information" means information provided to the Professional by or at the direction of the City, information which is created or obtained by the Professional on behalf of the City, or information to which access was provided to the Professional by or at the direction of the City, in the course of the Professional's performance under this Addendum and the Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers), in case of both subclauses (i) and (ii), including, without limitation, all Highly Sensitive Personal Information.

"Security Breach" means (i) any act or omission that compromises either the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by the Professional or any Authorized Persons, or by the City should the Professional have access to the City's systems, that relate to the protection of the security, confidentiality, or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy and data security practices of the Professional or any Authorized Persons or a breach or alleged breach of this Addendum and/or Agreement relating to such privacy and data security practices. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Personal Information.

B. Standard of Care.

- i. Professional acknowledges and agrees that, during the term of the Agreement, Professional may create, receive, or have access to Personal Information. For any Personal Information, Professional shall comply with this Section in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession by all Authorized Persons. Professional shall be responsible for, and remain liable to, the City for the actions and omissions of all Authorized Persons concerning the treatment of Personal Information.

- ii. Personal Information is deemed to be Confidential Information of the City and is not Confidential Information of Professional.
- iii. Professional agrees and covenants that it shall:
 - a. Keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;
 - b. Not create, collect, receive, access, or use Personal Information in violation of law;
 - c. Use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Addendum and the Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Professional's own purposes or for the benefit of anyone other than the City, in each case, without the City's prior written consent; and
 - d. Not directly or indirectly, disclose Personal Information to any person other than Authorized Persons, without the City's prior written consent.
- iv. Professional shall implement and maintain a written information security program, including appropriate policies, procedures, and risk assessments.
- v. At a minimum, Professional's safeguards for the protection of Personal Information shall include:
 - a. Limiting access of Personal Information to Authorized Persons;
 - b. Securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability;
 - c. Implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal;
 - d. Implementing authentication and access controls within media, applications, operating systems, and equipment;
 - e. Encrypting Highly Sensitive Personal Information stored on any media;
 - f. Encrypting Highly Sensitive Personal Information transmitted over public or wireless networks;
 - g. Strictly segregating Personal Information from information of Professional or its other customers so that Personal Information is not commingled with any other types of information;
 - h. Conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Professional's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing;
 - i. Implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and

j. Providing appropriate privacy and information security training to Authorized Persons.

C. Security Breach.

If Security Breach occurs that affects Professional's obligations to the City under the Agreements between the Parties, or Personal or Confidential Information, Professional shall:

- i. Notify the City of a Security Breach as soon as practicable, but no later than forty-eight (48) hours after the Professional becomes aware of it;
 - ii. At its own expense, use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards. Professional shall reimburse the City for all actual costs incurred by the City in responding to, and mitigating damages caused by any Security Breach, including all costs of notice and/or remediation;
 - iii. Maintain and preserve all documents, records, and other data related to any Security Breach;
 - iv. Fully cooperate, at its own expense, with the City in any litigation, investigation, or other action deemed necessary by the City to protect its rights relating to the use, disclosure, protection, and maintenance of Personal or Confidential Information.
- D. Cyber Liability Insurance.** Professional shall maintain cyber liability insurance coverage of not less than \$1,000,000 each claim and annual aggregate providing coverage for damages and claims expenses, including notification expenses, arising from (1) breach of network security, (2) alteration, corruption, destruction or deletion of information stored or processed on a computer system, (3) invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, (4) unauthorized access and use of computer systems, including hackers, (5) the transmission of malicious code, and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy.

Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

BY:

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

Thomas A. Brady Sports Medicine, P.C.
d/b/a Forté Sports Medicine and Orthopedics

BY:

Authorized Signature

Printed Name: Angie Stevenson

Title: CEO

FID/TIN: 35 1814334

Date: 4-28-26

SPORTS MEDICINE AND ATHLETIC TRAINING SERVICES AGREEMENT

This Sports Medicine and Athletic Training Services Agreement (the "Agreement") is made and entered into and effective as of the 1st day of January 2026 (the "Effective Date"), by and between The City of Carmel ("Carmel") and Thomas A. Brady Sports Medicine, P.C. d/b/a Forté Sports Medicine and Orthopedics ("Forté").

RECITALS:

WHEREAS, the City of Carmel desires to establish a working relationship with an independent health care provider to provide sports medicine and athletic training services to Carmel; and

WHEREAS, Forté is capable and willing to provide sports medicine and athletic training services and to manage athletic training services at the City of Carmel;

NOW, THEREFORE, in consideration of the mutual covenants and agreement set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Carmel and Forté hereby agree as follows:

1. **Management of Athletic Training Services.**
 - a. Forté will establish appropriate care, competency, and clinical protocols for the athletic trainer(s) providing services to the employees, retirees and dependents of Carmel (the "Protocols").
 - b. Forté and Carmel will work jointly to allow Forté to provide athletic training and medical staff services to employees of Carmel in accordance with the Protocols and this Agreement.
2. **Sports Medicine and Athletic Training Services.** Forté will provide the following services to Carmel:
 - a. Establish and update (during the term of this Agreement) the Protocols consistent with the best practices for athletic training services;
 - b. Provide care which will include, but not limited to, physical therapy, chiropractic care, sports medicine and athletic training services.
 - c. All such services and the services set forth in Section 3 below (the "Services") will be provided by duly qualified and licensed personnel in accordance with the terms and conditions stated in this Agreement as well as compliance with all applicable federal and state requirements and any requirements or policies and procedures of city service regulatory agencies.
3. **Sports Medicine and Other Services.** Forté reserves the right to bill for all standard medical services and professional fees associated with the provision of care outside of the scope of Sports Medicine Services which may include, but are not limited to, medical/surgical services, chiropractic care, bracing, splinting, orthotics, durable medical equipment, imaging, and administration/dispensing of medication. Forté will be solely responsible for its Sports Medicine Services. Nothing in the Agreement is intended to restrict Forté's or its personnel's exercise of his or her professional judgement in the provision of care to its patients.
4. **Facility Use.** Carmel agrees to provide a location to render sports medicine and athletic training services.
5. **Payment.**
 - a. Forté and Carmel agree to share the cost of employing full time equivalent (FTE) athletic trainers, split salary (50/50) and benefits up to 30% based on rates which are both necessary and consistently applied by Forté.

- b. Carmel agrees to compensate Forté annually with a 5% escalator increase. Forté shall notify Carmel of the final compensation amount.
 - c. Forté will invoice quarterly.
 - d. Carmel will make every effort to ensure that payments are processed within thirty (30) days of received invoice.
 - e. Forté reserves the right to initiate termination of the Agreement should payment be delayed, without mutual agreement by both Parties, by more than sixty (60) days.
- 6. **Licenses/Permits.** At the commencement of this Agreement and during its Term, Forté will secure and maintain all licenses, permits, and certifications required to provide the Services hereunder. Forté and its employees, contractors or agents will operate without any restriction, sanction, discipline, probationary status or other limitation on any license, certification or accreditation related to or associated with the Services provided under this Agreement. Forté will also ensure that all its employees, contractors and agents maintain all licenses, permits and certifications required by federal, state or local laws with respect to the Services provided by Forté and by said individuals and that said individuals only provide services that are within the scope of their respective licensure, permit or certification. Forté will also perform reasonable and necessary credentialing functions, including personal and professional background checks for all licensed professionals providing Services. Forté will ensure that any personnel providing Services hereunder are Basic Life Support (BLS) certified on or before commencement of the initial term of this Agreement and will continue to be BLS certified during the initial and any renewal term of this Agreement. Forté will provide current proof of licensure for itself or its employees, contractor and agents upon Carmel's request. Forté will notify Carmel if any of the foregoing qualifications of Forté or its employees, contractors or agents are no longer true and accurate. Forté will further notify Carmel of any threatened or pending malpractice claim or other patient-related litigation related to any of the employees, contractors or agents that provide services under this Agreement.
- 7. **Warranty.** Forté warrants that neither it nor any of its employees, contractors or agents are currently, or have ever been sanctioned, suspended, excluded or disbarred from any federal health care program, including without limitation, the Medicare or Medicaid programs.
- 8. **Administrative Responsibilities.** Forté agrees that it will be responsible for maintaining and securing any health information including patient information and medical records, in accordance with any state and federal legal and regulatory requirements. Forté will also be responsible for confidentiality and security measures with respect to health information for the services provided with any services provided to patients. The ownership and right of control and supporting documents, including patients' information and medical records, prepared in connection with any services rendered belongs exclusively to Forté. This section will survive the expiration or earlier termination of this Agreement.
- 9. **Exclusive Provider.** It is the intent of the parties that, throughout the term of this Agreement, Forté shall be the exclusive provider to the Carmel and its employees for the Services; provided however, that such exclusivity would not apply in the following instances:
 - a. an emergency, in which case the individual will be directed to the nearest hospital emergency room.
 - b. if the individual expresses a preference for a different provider, practitioner, or supplier.
 - c. if the individual's insurer determines the individual should be treated by a different provider, practitioner, or supplier, or
 - d. if treatment by Forté is not in the individual's best medical interests.

- 10. Term and Termination.** Unless terminated earlier as provided herein, this Agreement will commence on the Effective Date and continue for a period of Three (3) years and thereafter will automatically renew for periods of one (1) year unless written notice of non-renewal is provided at least ninety (90) days prior to the end of the current term. Either party may terminate this Agreement without cause by providing the other party with six (6) months prior written notice.
- 11. Insurance.** Forté will provide and maintain throughout the duration of this Agreement such professional liability or self-insurance for itself and its personnel in such amounts as are necessary for itself and its personnel as applicable to be "qualified providers" under the Indiana Medical Malpractice Act, as amended. Forté further agrees to maintain such professional liability or self-insurance coverage in the amounts of required under this Section of this Agreement for all services provided by itself and its personnel until the statute of limitations expires for the filing of malpractice claims pertaining to the provision of the services. Forté will notify the Carmel of cancellation or material modification of the coverage under any such professional liability insurance covering its employees in full compliance with the laws of the State of Indiana; and insurance or self-insurance of commercial general and public liability insurance in minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate and One Hundred Thousand Dollars (\$100,000.00) property damage per occurrence. Such instance must include broad form contractual liability insurance insuring MSM's obligations under this Agreement. The commercial general and public liability insurance must name the Carmel and their officers, members, directors, employees, and agents as additional insured.
- 12. Own Acts and Indemnification.**
- a. Each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by either party or their employees, contractors or agents in the performance or omission of any act or responsible of either party of this Agreement.
 - b. Forté agrees to defend, indemnify and hold harmless Carmel, its officers, council members, employees and agents from any loss, cost, damage, expense, attorneys' fees, and liability by reason of bodily injury, death, property damage, or all of the foregoing, of whatsoever nature or kind, arising out of or as a result of the alleged or actual willful or negligent act or omission of Forté, its employees, contractors or agents including, but not limited to, its medical professionals related to (i) the performance or non-performance of the Services under this Agreement; or (ii) the violation of any applicable law, regulation or rule.
 - c. Carmel agrees to defend, indemnify and hold harmless Forté, its successors, assignees, trustees, directors, officers, agents and employees from any loss, cost, damage, expense, attorney's fees, and liability solely arising out of the breach of its obligations under this Agreement. Notwithstanding anything contained herein to the contrary, Carmel liability and any obligation to defend, indemnify, or hold Forté harmless shall be limited in substance by statutes designed to protect and limit the exposure and liability of Carmel as an instrumentality of the State of Indiana (e.g. actions and conditions as to which Carmel is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, and the continued ability to defeat claims by reason of contributory negligence or fault of the claimant), so that Carmel's liability and obligation to indemnify and hold harmless will not exceed what might have been paid directly to the claimant if sued directly by claimant and all appropriate defenses had been raised by Carmel. This section will survive the expiration or earlier termination of this Agreement.

- 13. HIPAA Compliance.** Forté and its personnel will comply with all applicable laws, rules and regulations governing the privacy of protected health information and medical records including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended from time to time ("HIPAA"), the privacy provisions (Subtitle D) of the Health Information Technology of Economic Clinical Health Act, Division A, Title XIII of Pub. L: 111-5, and its implementing regulations, as amended from time to time (HITECH Act"). The parties agree that Carmel is not intended to serve as a business associate of Forté with respect to the Services or other activities of Forté under this Agreement or any other relationship between Forté and Carmel. Notwithstanding the foregoing, if the parties determine that Carmel is serving as a business associate, then it will execute a standard Business Associate Agreement as an addendum to this Agreement, provided that such agreement will only extend to the Services provided by Carmel to or for the benefit of Forté under this Agreement.
- 14. OSHA Compliance.** Forté and its personnel will comply with all applicable Occupational Safety and Health Administration ("OSHA") regulations and standards including, but not limited to, rules, pertaining to blood borne pathogens and the disposal and removal of any waste that is generated because of the services provided hereunder, including bodily fluids.
- 15. Notices.** All notices and demands which may or are required to be given by either party to the other hereunder will be in writing and will be deemed to have been fully given three (3) days after being deposited with the United States Postal Service, or its successor, as certified or registered mail, postage prepaid, and addressed as follows. All notices and demands which may or are required to be given by either party to the other hereunder will be in writing will be deemed to have been fully given five (5) days after being deposited with the United States Postal Service, or its successor, as certified or registered mail, postage prepaid, and addressed as follows:
- a. Independent Relationship.** Each party is at all times acting and performing as an independent contractor with respect to the other party, and no party will have or exercise any control or direction over the method by which the other party will perform such work or render or perform such services and functions under this agreement.

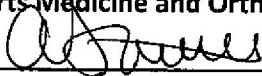
i. **Forté: Thomas A. Brady Sports Medicine, P.C. d/b/a Forté Sports Medicine and Orthopedics:**
10767 Illinois Street, Suite 3000B
Carmel, Indiana 46032
Attn: Angie Stevenson, CEO of Forté

City of Carmel:
Address
Attn:

- 16. Non-Discrimination.** The parties agree that they and their respective employees, contractors, and agents will not discriminate in the provision of Services under this Agreement based upon race, color, religion, gender, disability, national origin, ancestry, age, sexual orientation, gender identity, United States military service veteran's status, genetic information or any other basis as may be a recognized protected class during the term of this Agreement. The parties affirm that they are equal opportunity employers and will comply with all applicable federal, state, and local laws, regulations, and executive orders.
- 17. Governing Law, Waiver of Trial by Jury, and Venue.** The parties affirm that this Agreement has been entered into the State of Indiana and will be construed in accordance with the laws of the State of Indiana. THE PARTIES EXPRESSLY AND KNOWINGLY WAIVE AND RELEASE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, AND/OR ANY CLAIM FOR INJURY OR DAMAGE FOR THE PURPOSE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, EACH PARTY HEREBY IRREVOCABLY CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COUNTY, CIRCUIT OR SUPERIOR COURTS LOCATED IN HAMILTON COUNTY, INDIANA. EACH PARTY IRREVOCABLY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT AND ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.
- 18. Further Assurances.** Each party will, from time to time, upon reasonable request by the other party, execute such additional documents as reasonably may be required to effectuate the purpose of this Agreement. The parties also agree to meet from time to time upon either party's reasonable request of the other, to discuss the reasonable needs and/or concerns of the parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement to be effective as of the date set forth above.

Forté Sports Medicine and Orthopedics

By: 
Printed: Angie Stevenson
Title: CEO

City of Carmel

By: _____
Printed: _____
Title: _____

Catbun Studios
Street Department - 2026
Appropriation #2201 2201 43-509.00 Motor Vehicle Highway Fund, 2201 2201 43-504.00 Motor Vehicle Highway Fund
P.O. #s 116573, 119267
Contract Not To Exceed \$82,272.00

**ADDITIONAL SERVICES AMENDMENT TO
AGREEMENT FOR GOODS AND SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Catbun Studios, (the "Vendor"), as City Contract dated May 7, 2025 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

By:

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

Catbun Studios

By:

Authorized Signature

Printed Name

Title

FID/TIN: _____

Date: _____

2026 Estimated Statue Expenses Quote		
Confirming Predictions		
	Total:	\$7,094.34
First Ride		
	Total:	\$7,739.28
Holding Out		
	Total:	\$5,159.52
Embracing Peace/Unconditional Surrender		
	Total:	\$4,299.60
One Man's Search		
	Total:	\$5,159.52
Sidewalk Concert		
	Total:	\$6,019.44
Big Sister		
	Total:	\$3,439.68
My World		
	Total:	\$3,439.68
Things to Do		
	Total:	\$3,869.64
Who's In Charge		
	Total:	\$3,869.64
Oh, It's You. Welcome		
	Total:	\$6,019.44
Elemental		
	Total:	\$2,579.76
My Sixteen-Year-Old Jazz Dreams		
	Total:	\$4,299.60
There, Now You Can Grow		
	Total:	\$3,439.68

Strolling Professor		
	Total:	\$644.94
Ambassador of the Streets		
	Total:	\$2,579.76
Waiting To Cross		
	Total:	\$644.94
Wine, Food, and Thou		
	Total:	\$3,439.68
Shaping Up		
	Total:	\$2,149.80
The Right Light		
	Total:	\$2,149.80
Captured		
	Total:	\$2,149.80
Indian Heritage		
	Total:	\$644.94
Flower Girl		
	Total:	\$239.92
Veteran Memorial		
	Total:	\$1,199.60
	Grand Total:	\$82,272.00



CITY OF CARMEL, INDIANA

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

116573

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
3/11/2025			377442	Statue maintenance of J Seward Johnson and Veterans Memorial

CATBUN STUDIOS		Street Department	
VENDOR	5616 DOE WAY	SHIP TO	3400 W. 131ST Street
			Carmel, IN 46074-
	NOBLESVILLE, IN 46062 -		Matt Higginbotham (317) 733-2001

PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
99026				

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
----------	-----------------	-------------	------------	-----------

Department: 2201 Fund: 2201 Motor Vehicle Highway FND

Account: 43-509.00

1 Each	Statue maintenance	\$85,417.33	\$85,417.33
		Sub Total	\$85,417.33

04/14/26: Current remainder on PO: \$3,300.00

Send Invoice To:

Street Department

3400 W. 131st Street

Carmel, IN 46074-

(317) 733-2001

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
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SHIPPING INSTRUCTIONS

*SHIP PREPAID.

*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, AC
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THER

ORDERED BY

TITLE

PAYMENT

\$85,417.33

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE
A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

Lee Higginbotham
Commissioner

Zac Jackson
CFO

CONTROL NO. 116573



CITY OF CARMEL, INDIANA

ONE CIVIC SQUARE
CARMEL, INDIANA 46032-2584

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

Page 1 of 1

PURCHASE ORDER NUMBER

119267

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
2/3/2026			377442	Statue maintenance- J Seward Johnson
CATBUN STUDIOS		Street Department		
VENDOR 5616 DOE WAY		SHIP 3400 W. 131ST Street		
		TO Carmel, IN 46074-		
NOBLESVILLE, IN 46062 -		Matt Higginbotham (317) 733-2001		
PURCHASE ID	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
108175				
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION

Department: 2201 Fund: 2201 Motor Vehicle Highway FND

Account: 43-504.00

1 Each	Statue maintenance	\$85,000.00	\$85,000.00
		Sub Total	\$85,000.00

Send Invoice To:

Street Department

3400 W. 131st Street

Carmel, IN 46074-

(317) 733-2001

PLEASE INVOICE IN DUPLICATE

DEPARTMENT	ACCOUNT	PROJECT	PROJECT ACCOUNT	AMOUNT
------------	---------	---------	-----------------	--------

SHIPPING INSTRUCTIONS

*SHIP PREPAID.

*C.O.D. SHIPMENT CANNOT BE ACCEPTED.

*PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING

*THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, AC
AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THER

ORDERED BY

TITLE

PAYMENT

\$85,000.00

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE
A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN
AFFIDAVIT ATTACHED. I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN
THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

Lee M. Higginbotham

Lee Higginbotham
Commissioner

Zac Jackson

Zac Jackson
CFO

CONTROL NO. 119267

A. B. Young Company, Inc.
Utilities Department – 2026
Appropriation #02-1050-22 Fund; P.O.#S03160
Contract Not To Exceed \$142,859.00

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES (“Agreement”) is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety (“City”), and A. B. Young Company, Inc. an entity duly authorized to do business in the State of Indiana (“Vendor”).

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement’s terms and conditions.
2. **PERFORMANCE:**
City agrees to purchase the goods and/or services (the “Goods and Services”) from Vendor using City budget appropriation number 02-1050-22 fund. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
 - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than One Hundred Forty Two Thousand Eight Hundred Fifty Nine Dollars (\$142,859.00) (the “Estimate”). The City shall pay for shipping of the products. Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City’s receipt of Vendor’s invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
 - 3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, excluding shipping, unless City has previously agreed, in writing, to pay an amount in excess thereof. All payments and any late payments fees shall be pursuant to Indiana Prompt Payment Statute; Ind. Code 5-17-5 *et al.*
4. **WARRANTY:**
Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City’s intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City’s stated use and are fit and sufficient for their

particular purpose.

5. TIME AND PERFORMANCE:

This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.

6. DISCLOSURE AND WARNINGS:

If requested by City, Vendor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Vendor agrees to furnish to City sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.

7. LIENS:

Vendor shall not cause or permit the filing of any lien on any of City's property. In the event any such lien is filed and Vendor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, City shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense.

8. DEFAULT:

In the event Vendor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Vendor's warranties; (b) fails to provide the Goods and Services as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Goods and Services and does not begin to correct such failure or breach within five (5) business days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of notice from City specifying such failure or breach; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to (1) terminate all or any parts of this Agreement, without liability to Vendor; and (2) exercise all other rights and remedies available to City at law and/or in equity.

9. INSURANCE AND INDEMNIFICATION:

Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth in attached Exhibit C. Vendor shall cause its insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled

without thirty (30) days prior notice to City. Vendor shall indemnify and hold harmless City from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods and Services pursuant to or under this Agreement or Vendor's use of City property.

Vendor further agrees to indemnify, defend and hold harmless City and its officers, officials, agents and employees from all claims and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, caused by any act or omission of Vendor and/or of any of Vendor's agents, officers, employees, contractors or subcontractors in the performance of this Agreement. These indemnification obligations shall survive the termination of this Agreement.

10. GOVERNMENT COMPLIANCE:

Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.

11. NONDISCRIMINATION:

Vendor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

12. Paragraph 12 is intentionally omitted.

13. NO IMPLIED WAIVER:

The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

14. NON-ASSIGNMENT:

Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.

15. RELATIONSHIP OF PARTIES:

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Vendor under or pursuant to this Agreement.

16. GOVERNING LAW; LAWSUITS:

This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

17. SEVERABILITY:

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.

18. NOTICE:

Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

If to City:	City of Carmel Utilities Department 30 W Main Street, Suite 220 Carmel, Indiana 46032	<u>AND</u>	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
If to Vendor:	A. B. Young Company, Inc. 14701 Cumberland Rd, Suite 107 Noblesville, Indiana 46060		

Notwithstanding the above, notice of termination under paragraph 19 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

19. TERMINATION:

19.1 Notwithstanding anything to the contrary contained in this Agreement, City may, upon notice to Vendor, immediately terminate this Agreement for cause, in the event of a default hereunder by Vendor and/or if sufficient funds are not appropriated or encumbered to pay for the Goods and Services to be provided hereunder. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount representing conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, or the actual cost, defined as the cost of a product based on incurred costs of material and labor required in its production, accrued by the Vendor at the time of termination. Actual costs paid by the City to the Vendor shall not exceed 20% of the Estimate.

- 19.2 City may terminate this Agreement at any time upon thirty (30) days prior notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount of conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, or the actual cost, defined as the cost of a product based on incurred costs of material and labor required in its production, accrued by the Vendor at the time of termination. Actual costs paid by the City to the Vendor shall not exceed 20% of the Estimate.
- 19.3 The City may terminate this Agreement pursuant to Paragraph 11 hereof, as appropriate.
20. REPRESENTATIONS AND WARRANTIES
The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.
21. ADDITIONAL GOODS AND SERVICES:
Vendor understands and agrees that City may, from time to time, request Vendor to provide additional goods and services to City. When City desires additional goods and services from Vendor, the City shall notify Vendor of such additional goods and services desired, as well as the time frame in which same are to be provided. Only after City has approved Vendor's time and cost estimate for the provision of such additional goods and services, has encumbered sufficient monies to pay for same, and has authorized Vendor, in writing, to provide such additional goods and services, shall such goods and services be provided by Vendor to City. A copy of the City's authorization documents for the purchase of additional goods and services shall be numbered and attached hereto in the order in which they are approved by City.
22. TERM:
Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through the satisfactory completion of services and/or delivery and acceptance of goods contracted for herein.
23. HEADINGS:
All heading and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.
24. BINDING EFFECT:
The parties, and their respective officers, officials, agents, partners, successors, assigns and legal representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.
25. NO THIRD PARTY BENEFICIARIES:
This Agreement gives no rights or benefits to anyone other than City and Vendor.
26. DEBARMENT AND SUSPENSION:
26.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any

of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor.

26.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Vendor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City’s request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

27. IRAN CERTIFICATION:

Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

28. ADVICE OF COUNSEL:

The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of this Agreement, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

29. ACCESS TO PUBLIC RECORDS ACT:

Vendor understands and agrees that any “public record”, as the term is defined in Indiana Code 5-14-3-2(m), as amended, that is related to the subject matter of the Contract, whether the same is in the possession or control of Vendor or City, shall be subject to release under and pursuant to the provisions of Indiana’s Access to Public Records Act, as codified in Indiana Code 5-14-3-1, *et seq.*, as amended.

30. SUSPENSION OF SERVICES:

A. Suspension due to security or integrity threats. Vendor agrees to provide at least twelve (12) hours notice to the City if any suspension of services or good deliveries will be necessary due to a threat to the technical security or technical integrity of the services or delivery systems.

B. Suspension due to payment dispute. If the Parties are having a billing or payment dispute, Vendor shall not suspend the services under the Agreements between the Parties until such disputes is resolved or Agreements between the Parties are terminated.

31. DATA TRANSFER UPON TERMINATION:

Upon termination of the Agreement, and if Vendor possesses any City digital data or electronic content (collectively “Customer Data and Content”), Vendor shall not delete and shall allow the City to download and export all such Customer Data and Content held in the services by Vendor for ninety (90) days following termination.

32. LIMITATION ON USE OF CUSTOMER DATA AND CONTENT:

Vendor shall not use, disclose, sell, license, rent, or otherwise exploit Customer Data and Content for any commercial purposes, nor for any purpose beyond the scope of providing the services set forth in the Agreements between the Parties. All use of Customer Data and Content by Vendor must comply with all applicable federal, state, and local laws, rules, and regulations.

33. MARKETING:

Any Vendor press-releases announcing the partnership between the Parties, shall be coordinated with the City's marketing department.

34. DATA AND INFORMATION PROTECTION:

A. Definitions. Capitalized terms used in this Section shall have the meanings set forth, below:

"Authorized Persons" means (i) the Vendor's employees; and (ii) the Vendor's subcontractors and agents who have a need to know or otherwise access Personal Information to enable the Vendor to perform its obligations under this Addendum and the Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Addendum and the Agreement.

"Highly Sensitive Personal Information" means an (i) individual's government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (ii) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (iii) biometric, genetic, health, medical, or medical insurance data.

"Personal Information" means information provided to the Vendor by or at the direction of the City, information which is created or obtained by the Vendor on behalf of the City, or information to which access was provided to the Vendor by or at the direction of the City, in the course of the Vendor's performance under this Addendum and the Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers), in case of both subclauses (i) and (ii), including, without limitation, all Highly Sensitive Personal Information.

"Security Breach" means (i) any act or omission that compromises either the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by the Vendor or any Authorized Persons, or by the City should the Vendor have access to the City's systems, that relate to the protection of the security, confidentiality, or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy and data security practices of the Vendor or any Authorized Persons or a breach or alleged breach of this Addendum and/or Agreement relating to such privacy and data security practices. Without limiting

the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Personal Information.

B. Standard of Care.

- i. Vendor acknowledges and agrees that, during the term of the Agreement, Vendor may create, receive, or have access to Personal Information. For any Personal Information, Vendor shall comply with this Section in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession by all Authorized Persons. Vendor shall be responsible for, and remain liable to, the City for the actions and omissions of all Authorized Persons concerning the treatment of Personal Information.
- ii. Personal Information is deemed to be Confidential Information of the City and is not Confidential Information of Vendor.
- iii. Vendor agrees and covenants that it shall:
 - a. Keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;
 - b. Not create, collect, receive, access, or use Personal Information in violation of law;
 - c. Use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Addendum and the Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Vendor's own purposes or for the benefit of anyone other than the City, in each case, without the City's prior written consent; and
 - d. Not directly or indirectly, disclose Personal Information to any person other than Authorized Persons, without the City's prior written consent.
- iv. Vendor shall implement and maintain a written information security program, including appropriate policies, procedures, and risk assessments.
- v. At a minimum, Vendor's safeguards for the protection of Personal Information shall include:
 - a. Limiting access of Personal Information to Authorized Persons;
 - b. Securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability;
 - c. Implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal;

- d. Implementing authentication and access controls within media, applications, operating systems, and equipment;
- e. Encrypting Highly Sensitive Personal Information stored on any media;
- f. Encrypting Highly Sensitive Personal Information transmitted over public or wireless networks;
- g. Strictly segregating Personal Information from information of Vendor or its other customers so that Personal Information is not commingled with any other types of information;
- h. Conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Vendor's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing;
- i. Implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and
- j. Providing appropriate privacy and information security training to Authorized Persons.

C. Security Breach.

If Security Breach occurs that affects Vendor's obligations to the City under the Agreements between the Parties, or Personal or Confidential Information, Vendor shall:

- i. Notify the City of a Security Breach as soon as practicable, but no later than forty-eight (48) hours after the Vendor becomes aware of it;
 - ii. At its own expense, use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards. Vendor shall reimburse the City for all actual costs incurred by the City in responding to, and mitigating damages caused by any Security Breach, including all costs of notice and/or remediation;
 - iii. Maintain and preserve all documents, records, and other data related to any Security Breach;
 - iv. Fully cooperate, at its own expense, with the City in any litigation, investigation, or other action deemed necessary by the City to protect its rights relating to the use, disclosure, protection, and maintenance of Personal or Confidential Information.
35. ENTIRE AGREEMENT:
This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Vendor and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

A. B. Young Company, Inc.
Utilities Department – 2026
Appropriation #02-1050-22 Fund; P.O.#S03160
Contract Not To Exceed \$142,859.00

CITY OF CARMEL, INDIANA

by and through its Board of Public
Works and Safety

By:

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

A. B. Young Company, Inc.

By:

Bryan Eckerley

Authorized Signature

Bryan Eckerley

Printed Name

Vice President

Title

FID/TIN: 35-1649583

Date: 4/29/2026



14701 Cumberland Rd, Ste 107 • Noblesville, Indiana 46060 • PHONE 317-565-5000 • FAX 317-565-5010

02/18/2026		QUOTE: 200441	EXPIRES: see note below price
JOB NAME: Carmel WWTP Burners - BH		PREPARED BY: Blane Holland	
TO: Carmel WWTP	INCLUDED WARRANTY:	TERMS:	Net 10 upon date of shipment Factory standard warranty only (see below for details)
ATTN: Carmel WWTP	LABOR WARRANTY:		Not offered
PHONE:	EXTENDED WARRANTY:		Not offered
EMAIL:	FREIGHT:		Pre Pay and Add
	DELIVERY:		18-21 weeks ARO

-
- | | |
|---|---|
| 1 | Oilon Burner
For Burnham Boiler
Model number: GP-140 M WDX00i |
| 1 | Burnham Mounting Plate (Burner Plug) |
| 1 | Oilon Burner
For Hurst Boiler
Model number: GP-140 M WDX00i |
| 1 | Hurst Mounting Plate (Burner Plug) |

Electrical Requirements: See Below

Natural Gas Pressure Range: See Burner Details

TOTAL PRICE FOR THE PROPOSED EQUIPMENT ABOVE IS \$142,859.00

Special note: Due to volatility of current steel costs and freight charges, prices are subject to change daily, we reserve the right to make changes prior to acceptance of order.

STARTUP SERVICES BY AB YOUNG:

Startup services by AB Young is based on T/M (normal hours) and will require a separate purchase order. T/M (Time and Material) is \$175/hour plus expenses. If installation is correct and complete, we expect this service to be less than N/A hours onsite for estimated price up to N/A

Terms for startup services is net 30 days.

ONSITE SERVICES BY AB YOUNG:

Services by AB Young are based on T/M (normal hours) and will require a separate purchase order. T/M (Time and Material) is \$175/hour plus expenses.

EXCEPTIONS/CLARIFICATIONS:



14701 Cumberland Rd, Ste 107 • Noblesville, Indiana 46060 • PHONE 317-565-5000 • FAX 317-565-5010

TERMS & CONDITIONS

1. All quotations, proposals, negotiations, and representations, if any, regarding this transaction and made prior to the date of this acceptance are merged herein. Buyer expressly acknowledges that the terms of this document shall be binding and that these terms do not materially alter the transaction contemplated between Buyer and Seller. Seller's willingness to engage in this transaction is conditional on the Buyer's acceptance of these terms. Such acceptance is expressly made conditional on the Buyer's assent to the any additional or different terms contained herein.

2. The prices stated herein are subject to any advance in the Seller's cost occurring prior to the date of shipment of the goods or the performance of said services.

3. Goods held in factory beyond delivery date for convenience of the Buyer will be invoiced on date of completion and terms of payment will apply from invoice date. Such goods will be subject to changes for warehousing and other expenses incidental to such delay.

4. At the option of the Buyer or his qualified representative, shop inspection of goods and/or parts covered by the Buyer's purchase order to which this Acceptance is directed may be made before shipment, without expense to the Seller, provided the Seller is given at least fifteen (15) days written notice, prior to the promised shipping date. Similarly, Buyer has the option to object to the terms of this document by objecting in writing within 15 days of the date of this document. Failure to so object, in writing, constitutes waiver of the right to object to the terms of this document.

5. Shipments, deliveries and performance of work by the Seller shall at all times be subject to the approval of Seller's Credit Department. The Seller may, at any time, decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon such terms and conditions as may be satisfactory to the Seller's Credit Department. On all invoices not paid when due, interest at the legal rate shall be charged. Seller shall be entitled to recover all costs of collection, including attorney fees, in the event of nonpayment in the event Seller institutes collection efforts against Buyer. Seller charges interest on all past due invoices at the annual rate of 12%.

6. If transportation charges from point of origin of shipment to a designated point are included in the prices herein specified, any changes in such transportation charges shall be for the account of the Buyer, and the Seller shall not be responsible for switching, spotting, handling, storage, demurrage or any other transportation or accessorial service, nor for any charges incurred therefore, unless such charges are included in the applicable tariff freight rate from shipping point to the designated point.

7. Dates of delivery are determined from the date of this Acceptance and are estimates of approximate dates of delivery, not a guaranty of a particular day of delivery. The Seller shall not be liable for failure or delay in shipping or deliver, of goods hereunder or in erection (if the Seller has assumed any obligation with respect to erection hereunder), if such failure or delay is due to an act of God, war, labor difficulties, accident, inability to obtain containers or raw materials, or any other causes of any kind whatever beyond the reasonable control of the Seller.

8. Any tax imposed by federal, state or other Governmental authority on this transaction or on the sale of the goods and service referred to in this Acceptance whether imposed upon the Seller or the Buyer, shall be paid by the Buyer in addition to the purchase price.

9. In connection with any sale by the Seller to the Buyer of the goods described herein, the Buyer shall have only those express and implied warranties given the Seller by the manufacturer of said goods to the extent said warranties are assignable to the Buyer by the Seller, and no other warranties, a copy of which manufacturer's warranties are assignable to the Buyer by the Seller, and no other warranties, a copy of which manufacturer's warranties, if any, are transmitted to the buyer herewith.

THE SELLER MAKES NO WARRANTY EXPRESS OR IMPLIED: AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE FOREGOING IS HEREBY DISCLAIMED BY THE SELLER AND EXCLUDED FROM ANY AGREEMENT MADE BY ACCEPTANCE OF AN ORDER PURSUANT TO THIS QUOTATION. UNDER NO CIRCUMSTANCES SHALL THE SELLER BE LIABLE FOR PROSPECTIVE OR SPECULATIVE PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

10. The Seller shall not be liable for any loss or damage to the goods reflected on the reverse side hereof while in transit. In case of loss or damage in transit, or failure to receive shipment within a reasonable time, the Buyer should immediately notify carrier's agent in writing.

11. Claims for shortages must be presented in writing within seven (7) days from receipt of goods.

12. All designs and specifications shown in the Seller's catalogs are subject to change without notice. Shipping weights and dimensions given in the Seller's catalog are as close to actual as practicable but are not guaranteed. No claims will be allowed because of any discrepancy between actual weight or dimensions of material shipped and listed data.

13. The Buyer's purchase order to which this Acceptance is directed cannot be cancelled by the Buyer except upon payment to the Seller of reasonable cancellation charges, which charges shall include, but shall not be limited to, expenses already incurred and commitments made by the Seller, provided, however, in no event shall such cancellation charges be less than fifteen (15) percent of the total amount of the purchase price of the goods or services to which said cancellation relates.

14. The seller shall have the right to terminate the Buyer's purchase order to which this Acceptance is directed in the event the Buyer fails to perform any of its obligations with respect to said sale of goods or services. Such right of termination shall be in addition to and not in lieu of any rights or remedies which the Seller may have in law or in equity.

15. Waiver by the Seller of a breach of any of the terms or conditions of the contract of sale between the Buyer and the Seller shall not be construed as a waiver of any other breach.

16. The contract of sale relating to the goods or services reflected on this Acceptance and any transaction involved herein between the Buyer and the Seller shall be governed by and construed in accordance with the laws of the State of Indiana. Any dispute arising over this transaction that is not amicably resolved, including collection efforts, and that results in litigation shall be filed in the Superior Court of Hamilton County, Indiana.

17. A.B. Young Company's LIMITED WARRANTY is provided on some capital equipment sales by explicit reference to said warranty on a customer's Order Acknowledgement form. This LIMITED WARRANTY serves to cover labor expenses not already addressed under a manufacturer's warranty for parts repair or replacement concerns. This warranty provides labor expense coverage for a period of one (1) year after installation, or eighteen (18) months from date of factory shipment based upon A.B. Young Company's records, whichever occurs first. Specifically, if the manufacturer who sold a part offers to provide a replacement part or to repair a part, then A.B. Young Company will cover the costs associated with labor for the installation or repair of this noted part.

Shipping, miscellaneous installation materials, et al costs associated with the part and its installation, i.e. anything which is not a "direct" labor expense associated with this part, are not covered under A.B. Young Company's LIMITED WARRANTY. Indirect labor costs, such as gas, hotel, et other items are the exclusive responsibility of the customer. Any costs not covered under this LIMITED WARRANTY should be considered carefully by the customer before any implicit or explicit request for work is made by the customer, verbally or in writing, to A.B. Young Company since these costs will be the exclusive responsibility of the customer to pay. Furthermore, any above-noted labor which is covered by this LIMITED WARRANTY must be originally contracted and receive all direction from an A.B. Young Company employee. Any questions regarding the interpretation of this LIMITED WARRANTY are to be directed to A.B. Young Company's management.

Buyer agrees that any purchase order submitted in response to this acknowledgment will be subject to all of the terms and conditions of this acknowledgment, including specifically the venue and warranty provisions.

QUOTATION - 165 BHP- DIGESTER GAS & NAT. GAS OPERATION

Your inquiry: 165 BHP Burnham Model 4FW-827-50-G Hot Water Boiler
Carmel WWTP
Digester Gas – 60% Methane
Replacing Power Flame Model BCC4-GG-30

Valued customer,

Thank you for your request for quotation. We would like to offer you a burner solution as described below:

Digester gas is primary fuel, natural gas is secondary fuel.
Manual changeover to switch fuels.

Digester gas requirements: Gas Humidity/Dew Point – Gas to be dry, some humidity accepted, as long as not changing to liquid.
H2S – maximum 0.1 vol. %

ITEM	QTY	TYPE	PRODUCT CODE
Item 1	1 pcs	Burner GP-140 M WDx00i , linkageless Gas burner with modulating control Special features - Bio gas - 5.5 HP Blower Motor - 480/3/60 Voltage - UL, CSD-1	GP140M-12S
Item 1.1		Automation , Built-in on burner WD100i (Siemens LMV51), Burner control automation with electronic fuel to air ratio control – mounted in a NEMA 12 enclosure - Internal PID controller (requires appropriate sensor for the application from the options section below). - AZL digital interface, Modbus (HMI) - Stepdown transformer (220 and 460V to 110V)	
Item 2a	1 pcs	Gas module – For Digester Gas Primary Fuel VRD20.503-SKP15/25 2" Siemens gas train, NPT, 7.3 PSI Max, 110V, complete with pressure switches, left-handed - Includes (2) 2" Apollo Manual Closing Valves (stainless steel) - Includes stainless steel 2" piping	VGD4T40244L1E6B0

2026-02-10

3/21

Item 2b	1 pcs	Gas module – For Natural Gas Secondary Fuel VGD20.503-SKP15/25 1.5” Siemens gas train, NPT, 7.3 PSI Max, 110V, complete with pressure switches, left-handed - Includes (2) 1.5” Apollo Manual Closing Valves - Includes normally open ¾” vent valve for secondary fuel (36751323)	VGD3T40233L1E6B0
Item 3	1 pcs	Ignition gas line Ignition gas line for the burner, ½” - includes N.O. vent valve - Tee connection for propane pilot backup	36749749
Item 4	1 pcs	Temperature Sensor , water, PT1000 RTD, ½” NPT, 4” probe, c/w well, 544- 577-40	36217739
Item 5	1 pcs	Manifold gas pressure kit	34021509
Item 6	1 pcs	Stepdown transformer and motor starter box	314766213
Item 7	1 pcs	Alarm horn with silencing switch, factory installed	O-BUZ1
Item 8	1 pcs	3 – Extra red indicator light package , flame failure, pilot failure, low water; c/w relays	O-LGH1
Item 9	1 pcs	Automatic fuel switchover relay package (includes manual auto switch)	GPIRAW
	Item 10	1 pcs	Turbo Head , to shorten the flame GPIRAW

Technical details are attached to this quotation.

The scope of the delivery is limited to the items listed in this quotation. The quotation does not include additional items or services, such as a machinery room, boiler room, surrounding process system or the design of such unless they are listed in the quotation. The customer is responsible for ensuring that the items sold are placed and used according to the appropriate local laws and regulations.

TERMS OF DELIVERY

F.O.B. Factory – Thomasville,
GA

DELIVERY TIME

18-20 weeks Normal

WARRANTY

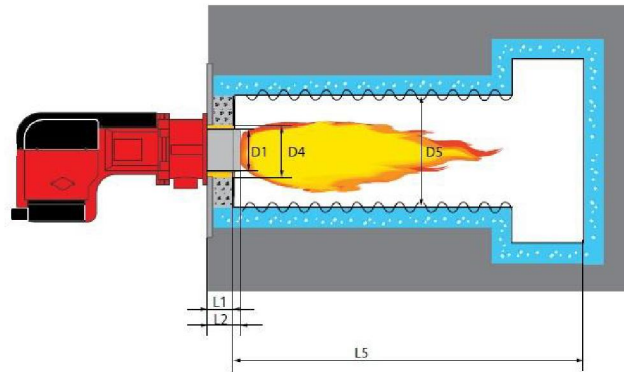
The warranty period is 12 months one (1) year from the date of shipment stated on the Oilon invoice.

NOTES

INITIAL VALUES

BOILER

Boiler type	Water tube (one burner per furnace)
Refractoring type	Straight
Boiler capacity (Gas)	5.5 MMBTU/h
Boiler efficiency (Gas)	80 % (HHV)
Furnace back pressure (Gas)	1.3 "W.C.
Furnace width	54.0 "
Furnace height	40.2 "
Furnace length	82.3 "
Medium type	water
Max medium temperature	212 °F



GAS FUEL – DIGESTER GAS

Gas type	Digester Gas
Lower heating value	534 BTU/scf
Higher heating value	594 BTU/scf
Gas density	0.074 lb/scf
Supply pressure	7.5 psi
Supply temperature	50 °F
Fuel composition	
Hydrogen (H2)	2.0 vol-%
Methane (CH4)	55.0 vol-%
Carbon dioxide (CO2)	37.0 vol-%
Nitrogen (N2)	2.0 vol-%
Water vapor (H2O)	2.0 vol-%
Oxygen (O2)	2.0 vol-%

AMBIENT CONDITIONS

Ambient temperature	68 °F
Relative humidity	50 %
Altitude	279 ft
Combustion air temperature	68 °F

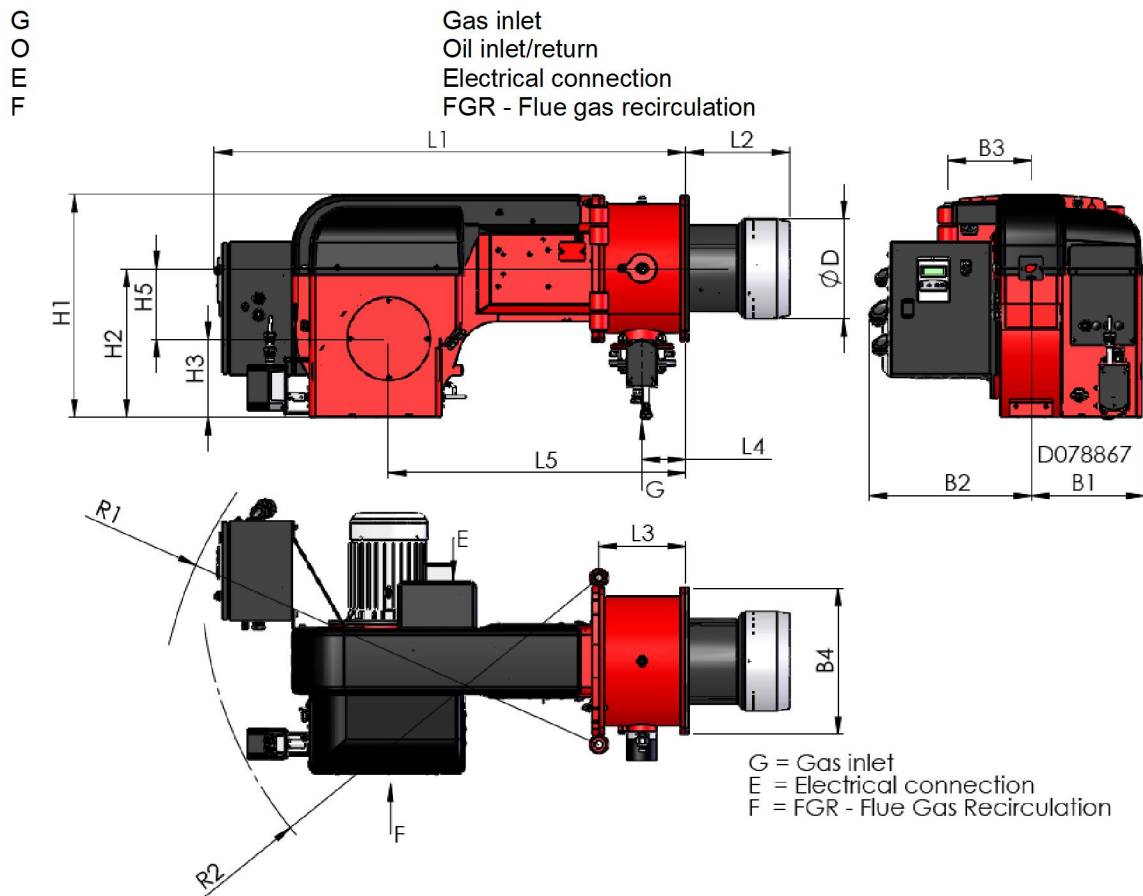
TECHNICAL DATA AND SCOPE OF DELIVERY

ITEM 1 - BURNER

Burner type	GP-140 M WDX00i, Gas burner with modulating control
	Special features
	- Bio gas
Item number	GP140M-12S
Burner construction	Monoblock, with an integrated combustion air fan
Control mode	Modulating (M)
Main voltage	3~ 480 V / 60 Hz
Control voltage	1~ 110 V / 60 Hz
Fan motor power consumption	5.5 hp
Fan motor current consumption	6.2 A
Fan rotational speed	3,510 r/min
Noise level	< 84 dB(A)
Noise level has been measured according to ISO 3744 using standard 9 point method. The measurement error is max 1.5 dB. The absolute achievable noise level depends on the space and background noise around the subject.	
Gas inlet direction	From the left
Burner turning direction	To the left, looking from behind the burner

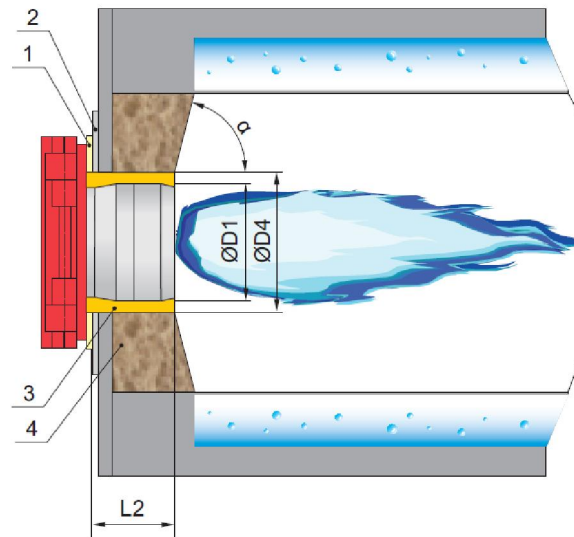
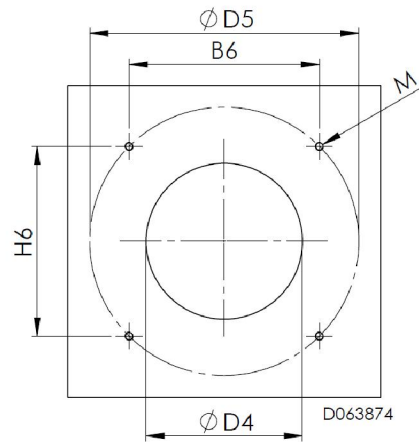
DIMENSIONS - BURNER

B1	12.0 "	H5	7.7 "
B2	18.3 "	L1	53.7 "
B3	8.3 "	L2	8.7 "
B4	14.2 "	L3	10.2 "
D1	9.4 "	L4	5.1 "
F	DN125	L5	34.6 "
H1	24.6 "	R1	50.0 "
H2	15.7 "	R2	45.3 "
H3	8.3 "		



COMBUSTION HEAD & BURNER TO BOILER MOUNTING

B6	10.8 "
H6	10.8 "
D4	10.6 "
M	4xM16
D1	9.4 "
L2	8.7 "
α	60° - 90°
1	Gasket, thickness 0.31 "
2	Mounting plate
3	Ceramic wool or equivalent
4	Masonry

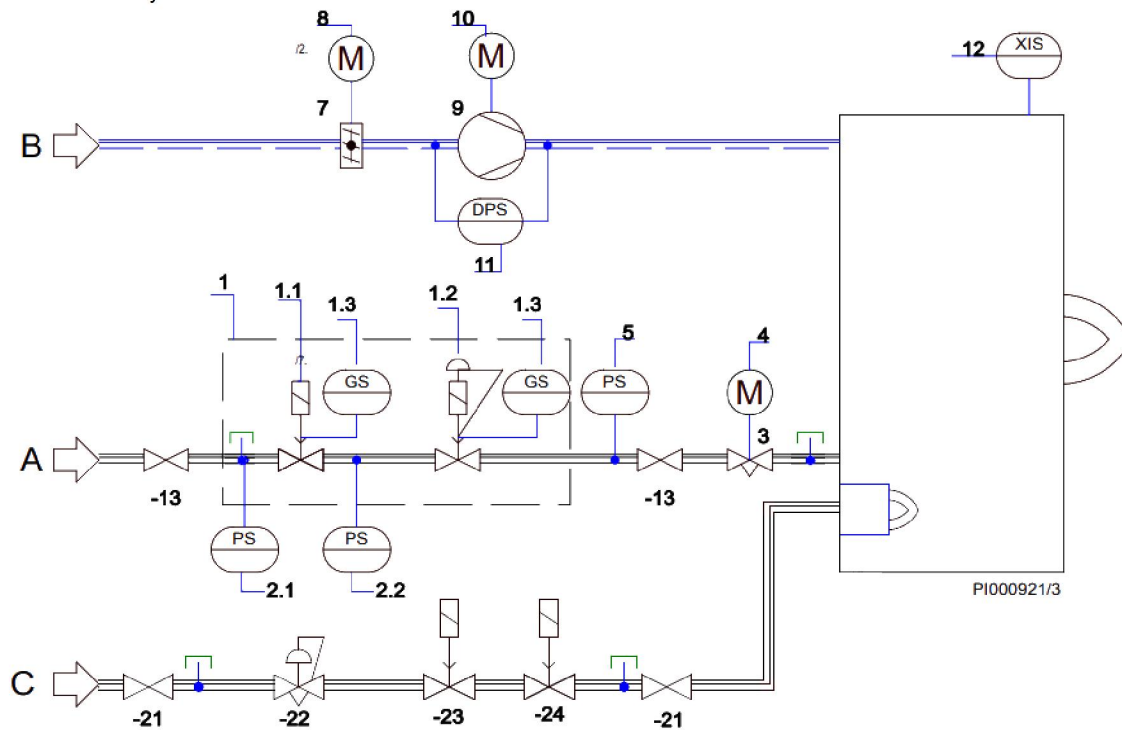


ITEM 2 - GAS MODULE – DIGESTER GAS

Gas valve block	VRD20.503-SKP15/25
Gas valve connection	NPT thread
Gas valve connection size	2"
Integrated low pressure regulator	Yes
Spring type (integrated pressure regulator)	AGA22 (yellow, 15...120mbar)
Gas valve pressure loss	34.6 "W.C.
Suitable supply pressure to gas valve block	1.9 psi - 7.3 psi
Gas inlet direction	From the left
Gas module item number	VGD4T40244L1E6B0

GAS OPERATION PI DIAGRAM

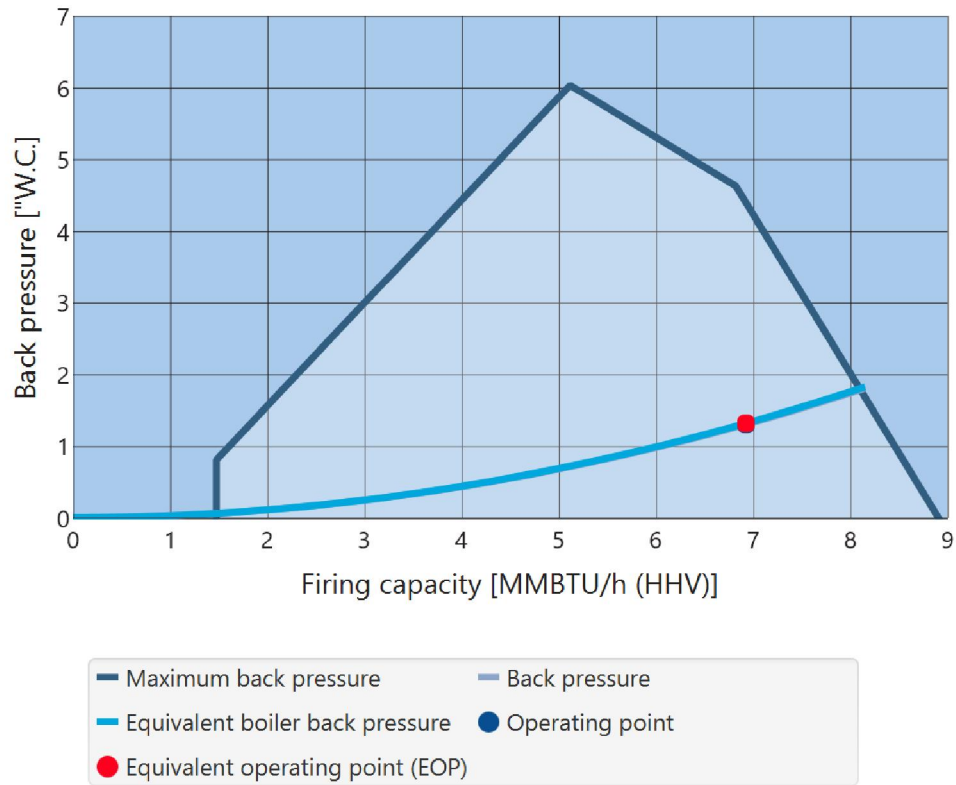
- | | | |
|---|---------------------------------------|----------------------------|
| 1 - Double solenoid valve | 4 - Servomotor | 13 - Manual shut-off valve |
| 1.1 - Solenoid valve | 5 - Pressure switch, max. | 21 - Manual shut-off valve |
| 1.2 - Pressure regulation valve | (optional for GP/GKP 50-90 burners) | 22 - Pressure regulator |
| 1.3 - Proof of close switch | 7 - Air damper | 23 - Shut-off valve |
| 2 - Pressure switch | 8 - Servomotor | 24 - Shut-off valve |
| 2.1 - Pressure switch (only burner type WDX00) | 9 - Combustion air fan | A - Gas supply |
| 2.2 - Pressure switch (burner types WDX00 and WD3x) | 10 - Electric motor | B - Air supply |
| 3 - Gas butterfly valve | 11 - Differential air pressure switch | C - Ignition gas supply |
| | 12 - Flame detector | |



GAS OPERATION – DIGESTER GAS

Firing capacity	6.93 MMBTU/h (HHV)
Gas flow rate – digester gas	11674 CFH
Normalized combustion air flow	71126 SCFH
Combustion air flow	77107 CFH (68 °F, 279 ft)
Residual oxygen level (dry)	3.0 vol-%
Equivalent boiler back pressure	1.34 "W.C.
Turndown ratio	1:6
Furnace load	16.8 MBTU/h/ft ³

Working Diagram (Gas)



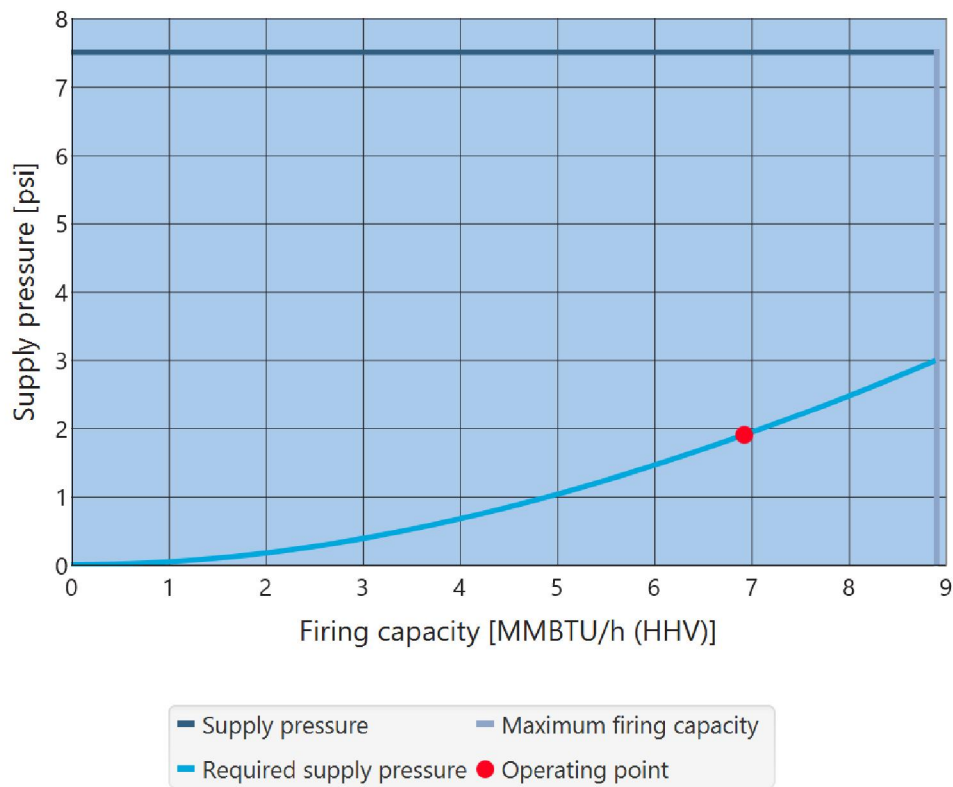
2026-02-10

12/21

GAS LINE – DIGESTER GAS

Firing capacity	6.93 MMBTU/h (HHV)
Gas flow rate – digester gas	11674 CFH
Supply pressure	7.5 psi
Supply temperature	50 °F
Gas type	Bio gas
Lower heating value	534 BTU/scf
Gas density	0.074 lb/scf
Altitude	279 ft
Gas valve block	VGD20.503-SKP15/25
Required supply pressure to gas valve block	1.9 psi
Suitable supply pressure to gas valve block	1.9 psi - 7.3 psi
Gas valve pressure loss	34.6 "W.C.
Nozzle pressure	10.6 "W.C.
Gas nozzle pressure loss	9.2 "W.C.

Required supply pressure



GAS FUEL – NATURAL GAS

Gas type	Natural gas
Lower heating value	960 BTU/scf
Higher heating value	1066 BTU/scf
Gas density	0.046 lb/scf
Supply pressure	13.0 psi
Supply temperature	50 °F
Fuel composition	
Methane (CH ₄)	98.0 vol-%
Ethane (C ₂ H ₆)	0.8 vol-%
Propane (C ₃ H ₈)	0.2 vol-%
Carbon dioxide (CO ₂)	0.1 vol-%
Nitrogen (N ₂)	0.9 vol-%

AMBIENT CONDITIONS

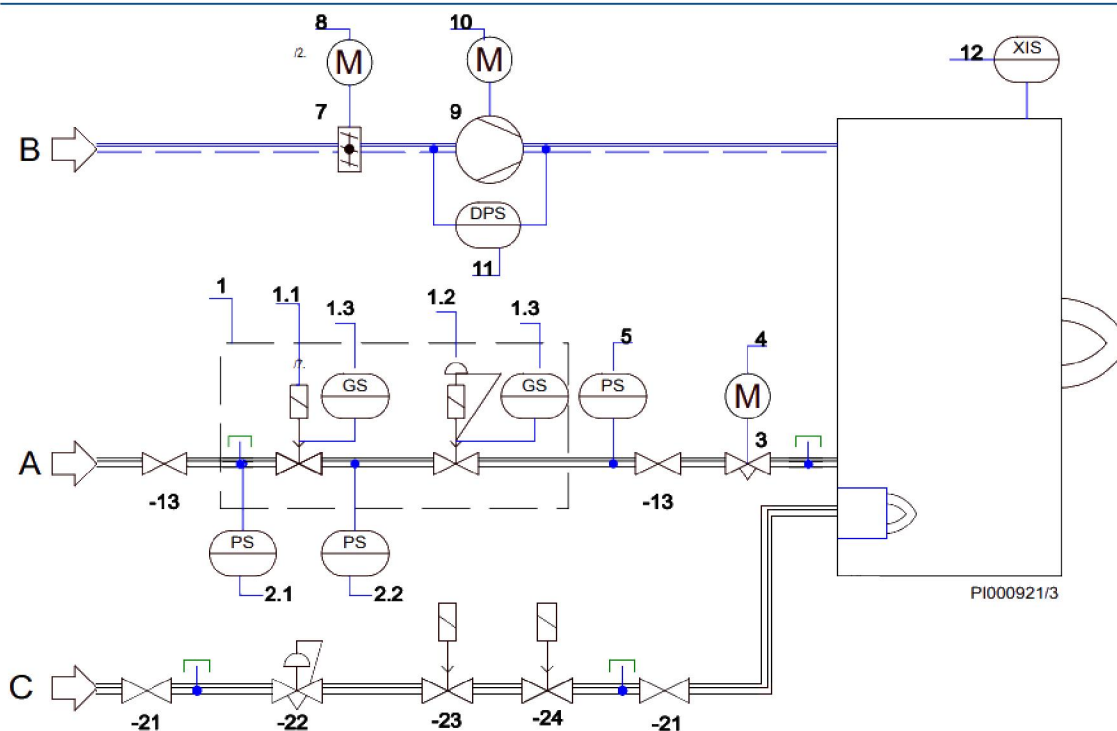
Ambient temperature	68 °F
Relative humidity	50 %
Altitude	279 ft
Combustion air temperature	68 °F

ITEM 2 - GAS MODULE – NATURAL GAS

Gas valve block	VGD20.403-SKP15/25.0
Gas valve connection	NPT thread
Gas valve connection size	1 1/2"
Integrated low pressure regulator	Yes
Spring type (integrated pressure regulator)	AGA29 (blank, 0...22mbar)
Gas valve pressure loss	14.3 "W.C.
Suitable supply pressure to gas valve block	0.9 psi - 7.3 psi
Gas inlet direction	From the left
Gas module item number	VGD3T40233L1E6B0

GAS OPERATION PI DIAGRAM

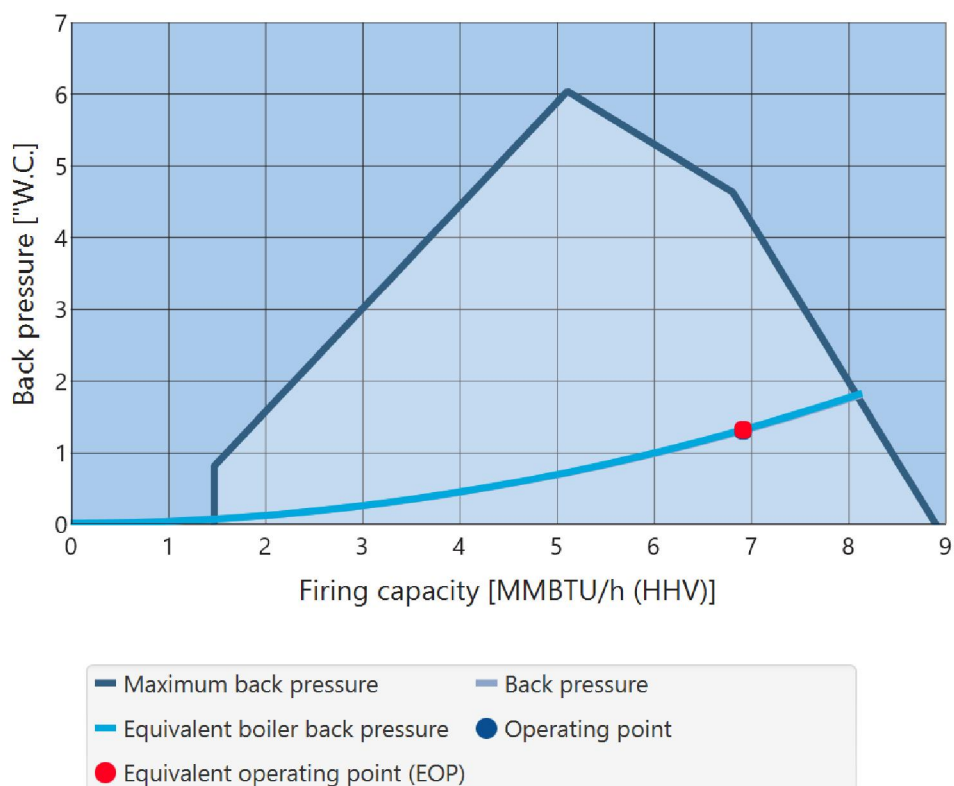
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|--|---|----------------------------|
| 1 - Double solenoid valve | 4 - Servomotor | 13 - Manual shut-off valve |
| 1.1 - Solenoid valve | 5 - Pressure switch, max. (optional for GP/GKP 50-90 burners) | 21 - Manual shut-off valve |
| 1.2 - Pressure regulation valve | 7 - Air damper | 22 - Pressure regulator |
| 1.3 - Proof of close switch | 8 - Servomotor | 23 - Shut-off valve |
| 2 - Pressure switch | 9 - Combustion air fan | 24 - Shut-off valve |
| 2.1 - Pressure switch (only burner type WDX00) | 10 - Electric motor | A - Gas supply |
| 2.2 - Pressure switch (burner types WDX00 and WDX3x) | 11 - Differential air pressure switch | B - Air supply |
| 3 - Gas butterfly valve | 12 - Flame detector | C - Ignition gas supply |



GAS OPERATION – NATURAL GAS

Firing capacity	6.92 MMBTU/h (HHV)
Gas flow rate – natural gas	6495 CFH
Normalized combustion air flow	71757 SCFH
Combustion air flow	77791 CFH (68 °F, 279 ft)
Residual oxygen level (dry)	3.0 vol-%
Equivalent boiler back pressure	1.31 "W.C.
Turndown ratio	1:6
Furnace load	16.8 MBTU/h/ft ³

Working Diagram (Gas)



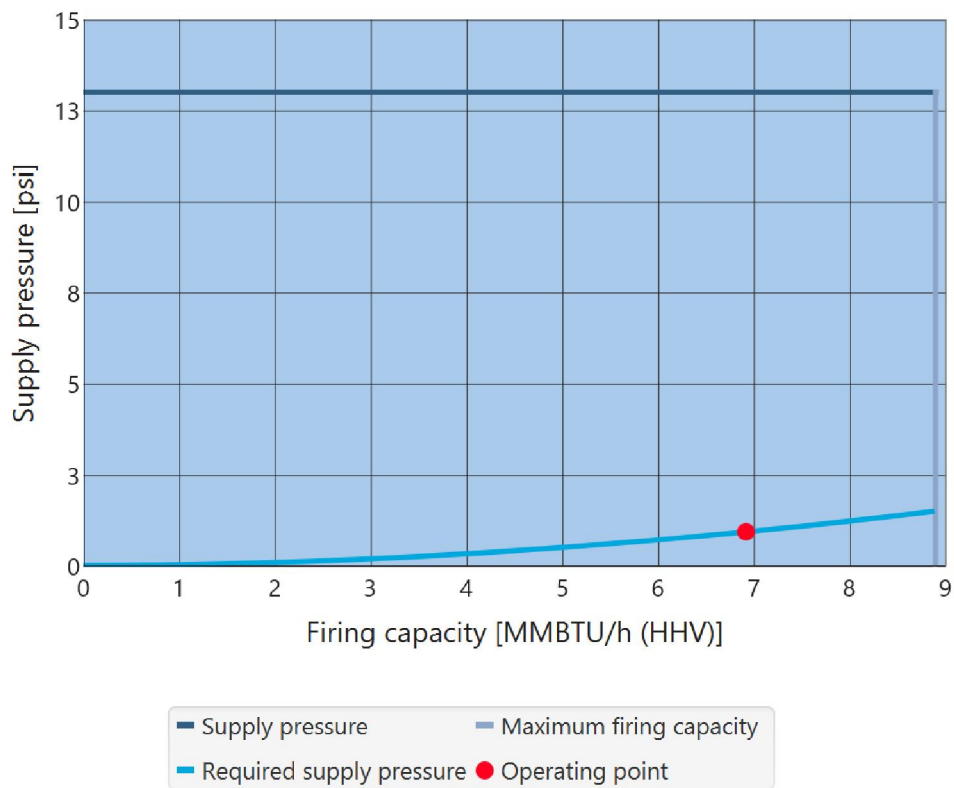
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16/21

GAS LINE – NATURAL GAS

Firing capacity	6.92 MMBTU/h (HHV)
Gas flow rate – natural gas	6495 CFH
Supply pressure	13.0 psi
Supply temperature	50 °F
Gas type	Natural gas
Lower heating value	960 BTU/scf
Gas density	0.046 lb/scf
Altitude	279 ft
Gas valve block	VGD20.403-SKP15/25.0
Required supply pressure to gas valve block	0.9 psi
Suitable supply pressure to gas valve block	0.9 psi - 7.3 psi
Gas valve pressure loss	14.3 "W.C.
Nozzle pressure	8.3 "W.C.
Gas nozzle pressure loss	7.0 "W.C.

Required supply pressure



ITEM 1.1 - AUTOMATION: WD100I

Automation type	Oilon WiseDrive, WD100i
Control unit	Siemens LMV51.140C1 UL VERSION
Flame monitoring	Siemens QRI2B2
Delivery type	Built-in on burner

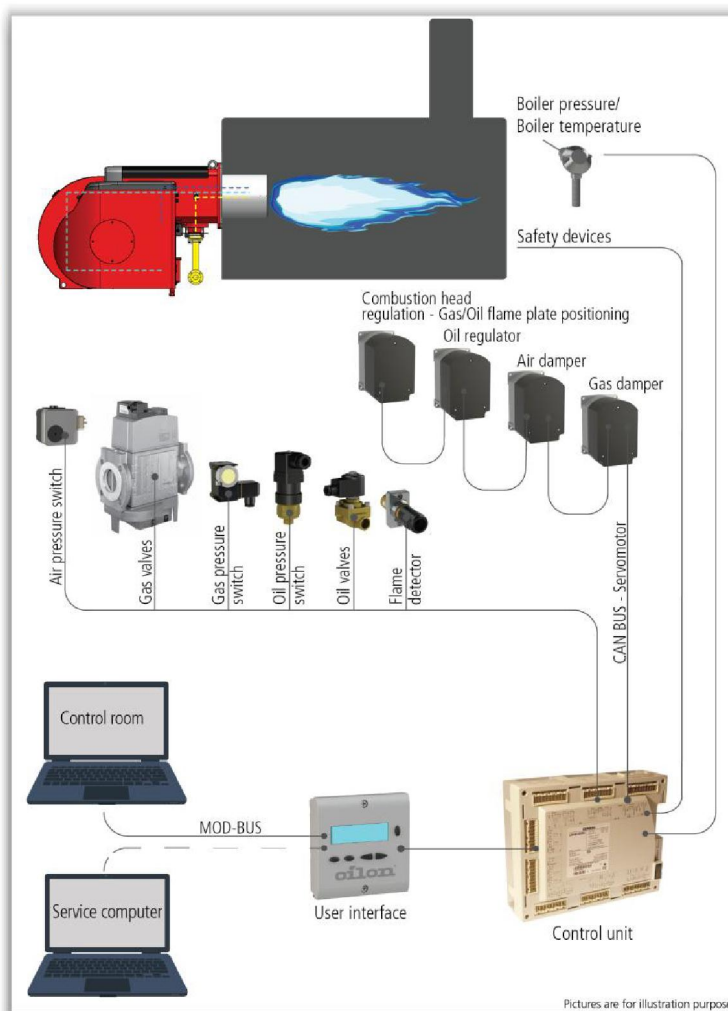
The instruments and devices included in this quotation - if any - are listed separately on page 2.

Oilon WiseDrive WD100i is an electronic control system. In the system, separate servomotors are installed for air dampers, fuel regulator(s) and optionally for combustion head control (500 M – 2000 ME) to optimize air flow pressure loss in the combustion head. The ratio between fuel, combustion air and combustion head air flow is adjusted electronically. The WiseDrive system also takes care of burner control and safety functions.

Oilon WD100i system can be connected to external systems via bus interface (Modbus, Profibus / on additional price). Data regarding burner status and combustion process can be read remotely. Also remote starting and stopping as well as fuel load control can be performed via bus. Load controller (PID) as standard, but load control can also be made by an external 4...20 mA signal.

Standard delivery includes:

- burner control unit LMV51
- AZL display and operating panel
- interfaces for unmanned operation
- common potential free alarm
- plates, required signal lamps



BURNER EQUIPMENT

Gas equipment

The gas related components of the gas and dual fuel burners comply with the standard EN 676: two shut-off valves, pressure switches (min./max.) and an automatic valve leak tester. Other piping-related equipment is available on request.

EMISSIONS – DIGESTER GAS

Emission levels for Bio gas combustion - not a guarantee

Estimated nitrogen oxides NO _x	43 ppm ref. 3 % O ₂ (dry)
Carbon monoxide CO	Contact Oilon HQ ref. 3 % O ₂ (dry)

The emission values are based on the process values mentioned in the quotation and the following conditions:

A) Technical specifications

- A.1) Oilon has approved the burner positioning in the boiler.
- A.2) Oilon has approved the combustion air duct design.
- A.3) The boiler is according to the drawing number CHANGE-ME.
- A.4) The boiler structure and flue gas duct must be gas tight.
- A.5) The boiler contains no refractory, except burner refractory.
- A.6) Emission values are valid only for stable operation.
- A.7) Burners are adjusted by professional burner personnel and process automation and instrumentation are operating correctly.

B) Fuel specifications

Gas specification

- B.1) The fuel is according to the inquiry specification CHANGE-ME.
- B.2) Additional specifications.

C) Calculation and measurement specifications

- C.1) Combustion product concentrations are given in dry flue gas.
- C.2) m³n refers to standard conditions as defined in 0 °C and 101325 Pa.
- C.3) Measurement uncertainty margins are considered in favour of the burner manufacturer.
- C.4) Emission measurements are conducted according to EN 13284-1 standard and corrected to standard conditions (T_{air} = 20 °C and humidity 10 gH₂O/kgair) according to standard EN676 (EN676:2020 A.3).

EMISSIONS – NATURAL GAS

Emission levels for Natural gas combustion - not a guarantee

Estimated nitrogen oxides NO _x	68 ppm ref. 3 % O ₂ (dry)
Carbon monoxide CO	Contact Oilon HQ ref. 3 % O ₂ (dry)

QUOTATION - 166 BHP- DIGESTER GAS & NAT. GAS OPERATION

Your inquiry: 166 BHP Hurst Model FB 830-30-15 3 Pass Wetback Firebox Hot Water Boiler
Carmel WWTP
Digester Gas – 60% Methane
Replacing Power Flame Model C4-GG-30

Valued customer,

Thank you for your request for quotation. We would like to offer you a burner solution as described below:

Digester gas is primary fuel, natural gas is secondary fuel.
Manual changeover to switch fuels.

Minimum furnace height required is 24.8".
Furnace height needs to be verified before an order is placed.

Digester gas requirements: Gas Humidity/Dew Point – Gas to be dry, some humidity accepted, as long as not changing to liquid.
H2S – maximum 0.1 vol. %

ITEM	QTY	TYPE	PRODUCT CODE
Item 1	1 pcs	Burner GP-140 M WDx00i , linkageless Gas burner with modulating control Special features - Bio gas - 5.5 HP Blower Motor - 480/3/60 Voltage - UL, CSD-1	GP140M-12S
Item 1.1		Automation , Built-in on burner WD100i (Siemens LMV51), Burner control automation with electronic fuel to air ratio control – mounted in a NEMA 12 enclosure - Internal PID controller (requires appropriate sensor for the application from the options section below). - AZL digital interface, Modbus (HMI) - Stepdown transformer (220 and 460V to 110V)	
Item 2a	1 pcs	Gas module – For Digester Gas Primary Fuel VRD20.503-SKP15/25 2" Siemens gas train, NPT, 7.3 PSI Max, 110V, complete with pressure switches, left-handed - Includes (2) 2" Apollo Manual Closing Valves (stainless steel) - Includes stainless steel 2" piping	VGD4T40244L1E6B0
Item 2b	1 pcs	Gas module – For Natural Gas Secondary Fuel	VGD3T40233L1E6B0

		VGD20.503-SKP15/25 1.5" Siemens gas train, NPT, 7.3 PSI Max, 110V, complete with pressure switches, left-handed - Includes (2) 1.5" Apollo Manual Closing Valves - Includes normally open ¾" vent valve for secondary fuel (36751323)	
Item 3	1 pcs	Ignition gas line Ignition gas line for the burner, ½" - includes N.O. vent valve - Tee connection for propane pilot backup	36749749
Item 4	1 pcs	Temperature Sensor , water, PT1000 RTD, ½" NPT, 4" probe, c/w well, 544- 577-40	36217739
Item 5	1 pcs	Manifold gas pressure kit	34021509
Item 6	1 pcs	Stepdown transformer and motor starter box	314766213
Item 7	1 pcs	Alarm horn with silencing switch, factory installed	O-BUZ1
Item 8	1 pcs	3 – Extra red indicator light package , flame failure, pilot failure, low water; c/w relays	O-LGH1
Item 9	1 pcs	Automatic fuel switchover relay package (includes manual auto switch)	GPIRAW
	Item 10	1 pcs	Turbo Head , to shorten the flame GPIRAW

Technical details are attached to this quotation.

The scope of the delivery is limited to the items listed in this quotation. The quotation does not include additional items or services, such as a machinery room, boiler room, surrounding process system or the design of such unless they are listed in the quotation. The customer is responsible for ensuring that the items sold are placed and used according to the appropriate local laws and regulations.

TERMS OF DELIVERY

F.O.B. Factory – Thomasville, GA
Incoterms 2020

DELIVERY TIME

18-20 weeks Normal

WARRANTY

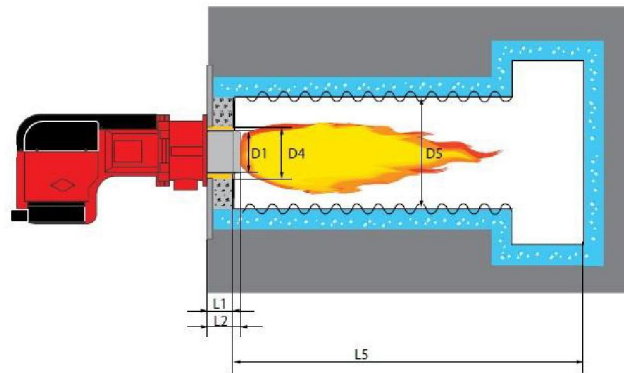
The warranty period is 12 months one (1) year from the date of shipment stated on the Oilon invoice.

NOTES

INITIAL VALUES

BOILER

Boiler type	Water tube (one burner per furnace)
Refractoring type	Straight
Boiler capacity (Gas)	5.6 MMBTU/h
Boiler efficiency (Gas)	80 % (HHV)
Furnace back pressure (Gas)	1.6 "W.C.
Furnace width	54.5 "
Furnace length	87.1 "
Medium type	water
Max medium temperature	212 °F



GAS FUEL

Gas type	Bio gas
Lower heating value	534 BTU/scf
Higher heating value	594 BTU/scf
Gas density	0.074 lb/scf
Supply pressure	7.5 psi
Supply temperature	50 °F
Fuel composition	
Hydrogen (H2)	2.0 vol-%
Methane (CH4)	55.0 vol-%
Carbon dioxide (CO2)	37.0 vol-%
Nitrogen (N2)	2.0 vol-%
Water vapor (H2O)	2.0 vol-%
Oxygen (O2)	2.0 vol-%

AMBIENT CONDITIONS

Ambient temperature	68 °F
Relative humidity	50 %
Altitude	279 ft
Combustion air temperature	68 °F

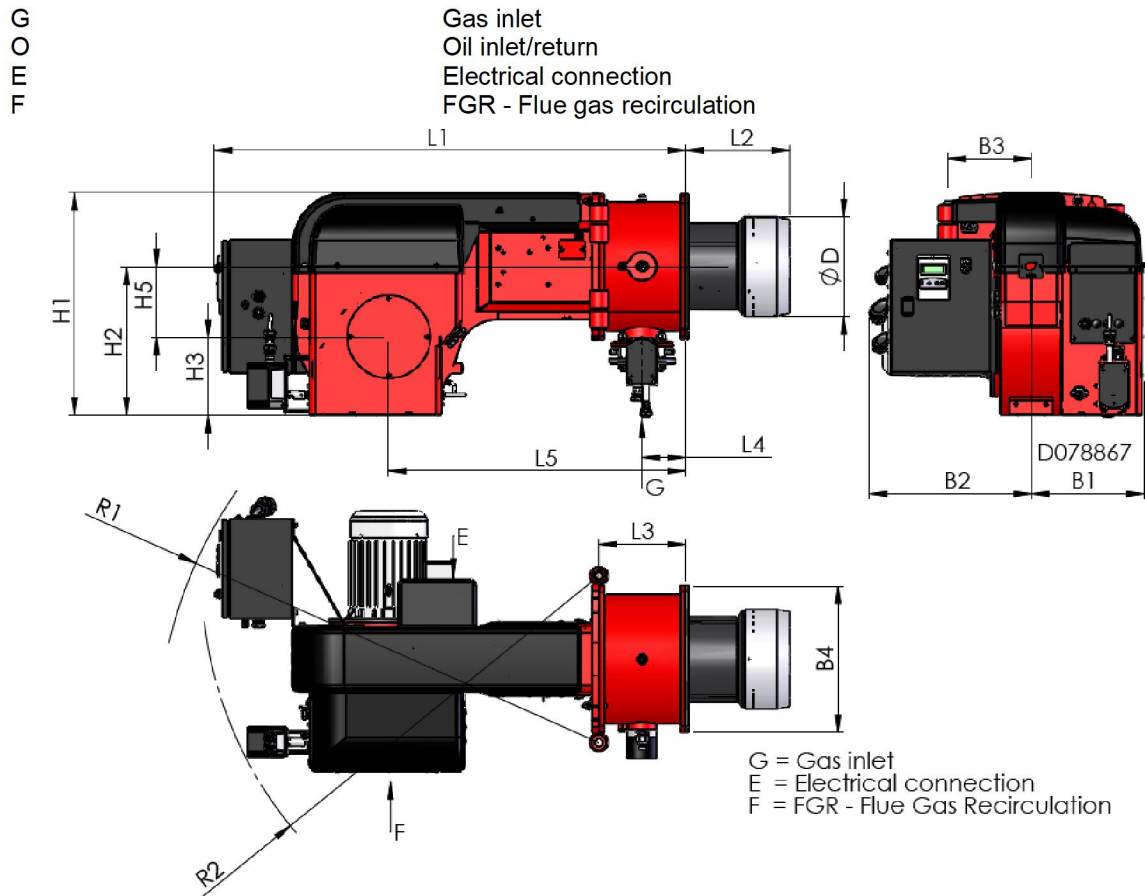
TECHNICAL DATA AND SCOPE OF DELIVERY

ITEM 1 - BURNER

Burner type	GP-140 M WDX00i, Gas burner with modulating control
	Special features
	- Bio gas
Item number	GP140M-12S
Burner construction	Monoblock, with an integrated combustion air fan
Control mode	Modulating (M)
Main voltage	3~ 480 V / 60 Hz
Control voltage	1~ 110 V / 60 Hz
Fan motor power consumption	5.5 hp
Fan motor current consumption	6.2 A
Fan rotational speed	3,510 r/min
Noise level	< 84 dB(A)
Noise level has been measured according to ISO 3744 using standard 9 point method. The measurement error is max 1.5 dB. The absolute achievable noise level depends on the space and background noise around the subject.	
Gas inlet direction	From the left
Burner turning direction	To the left, looking from behind the burner

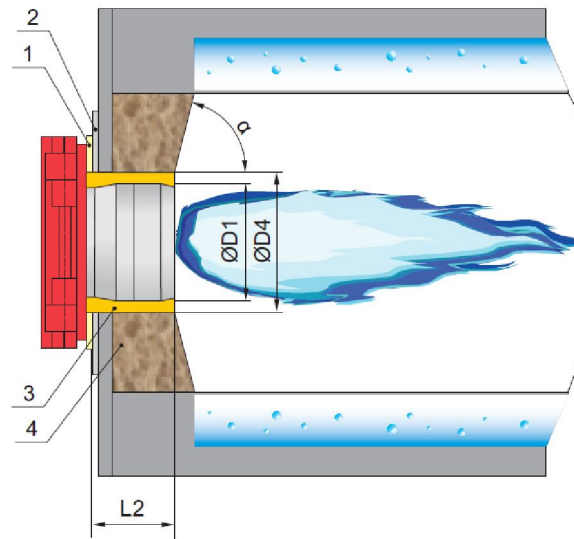
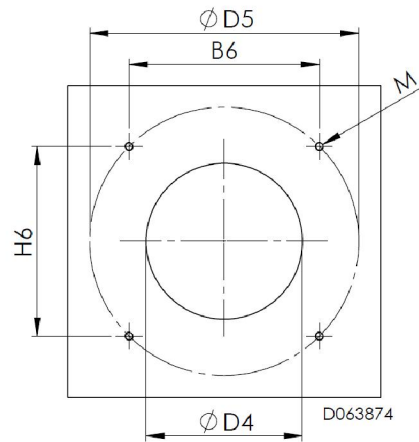
DIMENSIONS - BURNER

B1	12.0 "	H5	7.7 "
B2	18.3 "	L1	53.7 "
B3	8.3 "	L2	8.7 "
B4	14.2 "	L3	10.2 "
D1	9.4 "	L4	5.1 "
F	DN125	L5	34.6 "
H1	24.6 "	R1	50.0 "
H2	15.7 "	R2	45.3 "
H3	8.3 "		



COMBUSTION HEAD & BURNER TO BOILER MOUNTING

B6	10.8 "
H6	10.8 "
D4	10.6 "
M	4xM16
D1	9.4 "
L2	8.7 "
α	60° - 90°
1	Gasket, thickness 0.31 "
2	Mounting plate
3	Ceramic wool or equivalent
4	Masonry

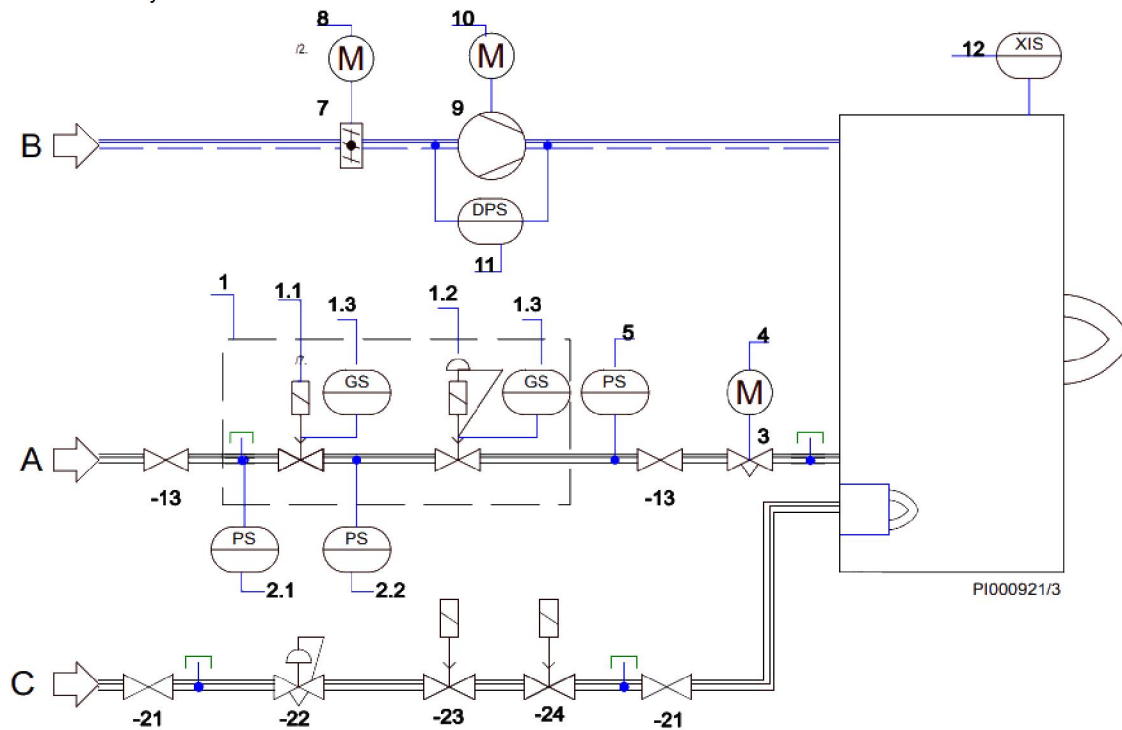


ITEM 2 - GAS MODULE – DIGESTER GAS

Gas valve block	VGD20.503-SKP15/25
Gas valve connection	NPT thread
Gas valve connection size	2"
Integrated low pressure regulator	Yes
Spring type (integrated pressure regulator)	AGA22 (yellow, 15...120mbar)
Gas valve pressure loss	34.8 "W.C.
Suitable supply pressure to gas valve block	1.9 psi - 7.3 psi
Gas inlet direction	From the left
Gas module item number	VGD4T40244L1E6B0

GAS OPERATION PI DIAGRAM

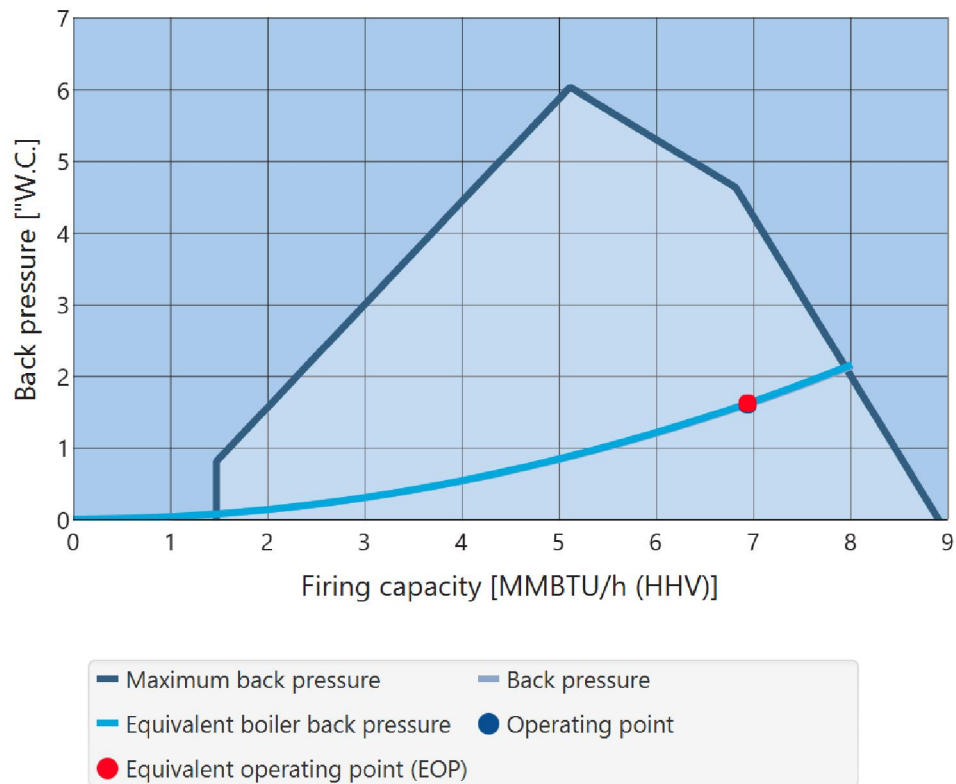
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|---|---------------------------------------|----------------------------|
| 1 - Double solenoid valve | 4 - Servomotor | 13 - Manual shut-off valve |
| 1.1 - Solenoid valve | 5 - Pressure switch, max. | 21 - Manual shut-off valve |
| 1.2 - Pressure regulation valve | (optional for GP/GKP 50-90 burners) | 22 - Pressure regulator |
| 1.3 - Proof of close switch | 7 - Air damper | 23 - Shut-off valve |
| 2 - Pressure switch | 8 - Servomotor | 24 - Shut-off valve |
| 2.1 - Pressure switch (only burner type WDX00) | 9 - Combustion air fan | A - Gas supply |
| 2.2 - Pressure switch (burner types WDX00 and WD3x) | 10 - Electric motor | B - Air supply |
| 3 - Gas butterfly valve | 11 - Differential air pressure switch | C - Ignition gas supply |
| | 12 - Flame detector | |



GAS OPERATION – DIGESTER GAS

Firing capacity	6.95 MMBTU/h (HHV)
Gas flow rate	11703 CFH
Normalized combustion air flow	71305 SCFH
Combustion air flow	77301 CFH (68 °F, 279 ft)
Residual oxygen level (dry)	3.0 vol-%
Equivalent boiler back pressure	1.65 "W.C.
Turndown ratio	1:6

Working Diagram (Gas)



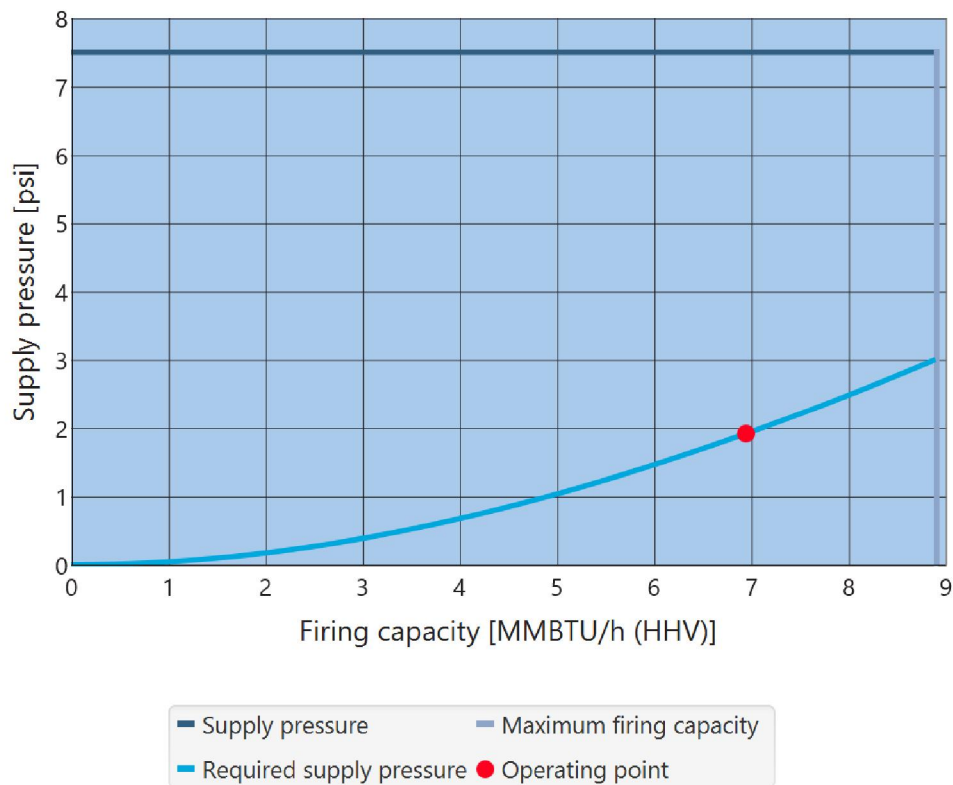
GAS LINE – DIGESTER GAS

Firing capacity	6.95 MMBTU/h (HHV)
Gas flow rate	11703 CFH
Supply pressure	7.5 psi
Supply temperature	50 °F
Gas type	Bio gas
Lower heating value	534 BTU/scf
Gas density	0.074 lb/scf
Altitude	279 ft

Gas valve block	VGD20.503-SKP15/25
-----------------	--------------------

Required supply pressure to gas valve block	1.9 psi
Suitable supply pressure to gas valve block	1.9 psi - 7.3 psi
Gas valve pressure loss	34.8 "W.C.
Nozzle pressure	10.9 "W.C.
Gas nozzle pressure loss	9.3 "W.C.

Required supply pressure



GAS FUEL – NATURAL GAS

Gas type	Natural gas
Lower heating value	960 BTU/scf
Higher heating value	1066 BTU/scf
Gas density	0.046 lb/scf
Supply pressure	13.0 psi
Supply temperature	50 °F
Fuel composition	
Methane (CH ₄)	98.0 vol-%
Ethane (C ₂ H ₆)	0.8 vol-%
Propane (C ₃ H ₈)	0.2 vol-%
Carbon dioxide (CO ₂)	0.1 vol-%
Nitrogen (N ₂)	0.9 vol-%

AMBIENT CONDITIONS

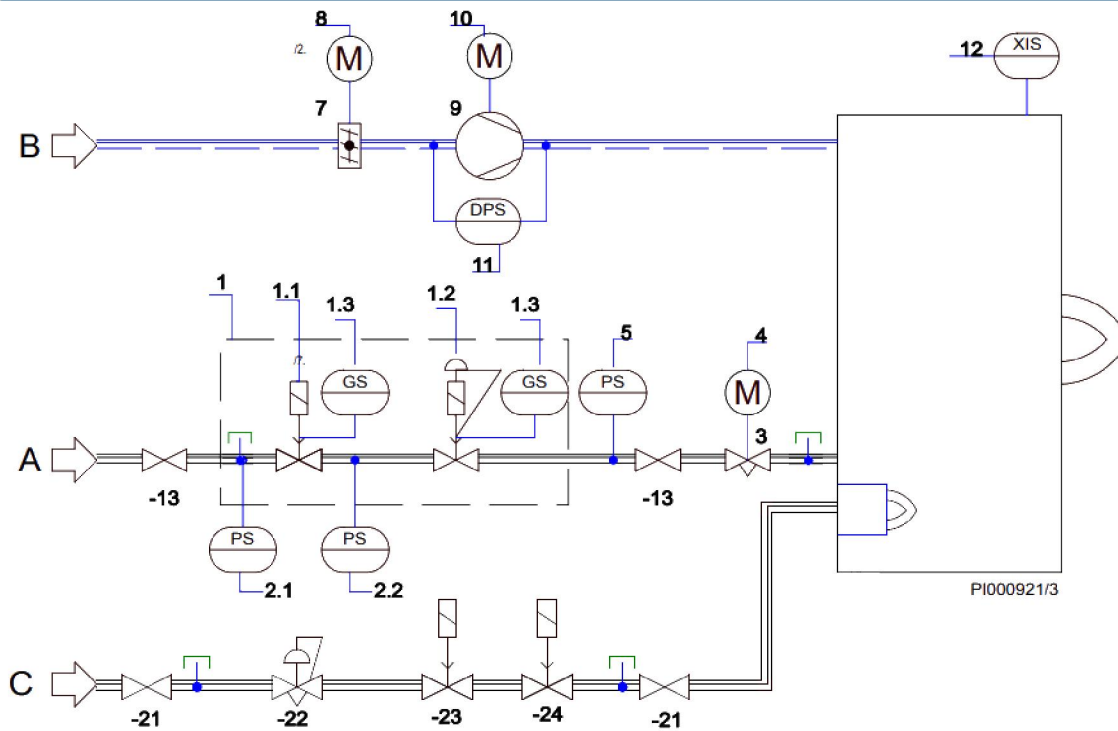
Ambient temperature	68 °F
Relative humidity	50 %
Altitude	279 ft
Combustion air temperature	68 °F

ITEM 2 - GAS MODULE – NATURAL GAS

Gas valve block	VGD20.403-SKP15/25.0
Gas valve connection	NPT thread
Gas valve connection size	1 1/2"
Integrated low pressure regulator	Yes
Spring type (integrated pressure regulator)	AGA29 (blank, 0...22mbar)
Gas valve pressure loss	14.4 "W.C.
Suitable supply pressure to gas valve block	0.9 psi - 7.3 psi
Gas inlet direction	From the left
Gas module item number	VGD3T40233L1E6B0

GAS OPERATION PI DIAGRAM

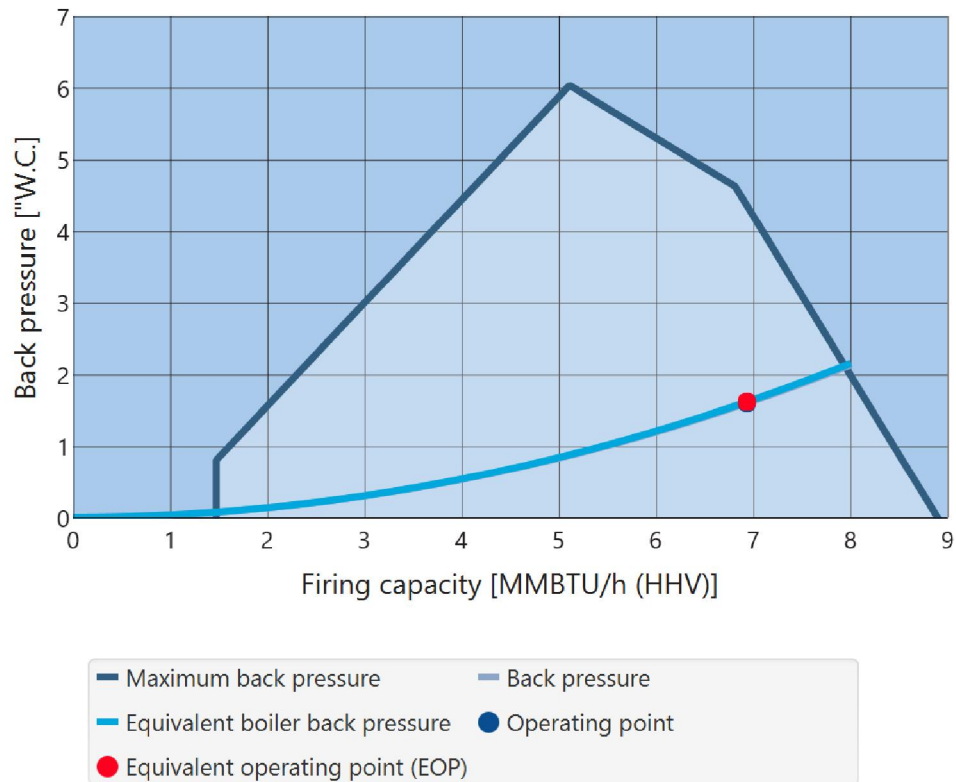
- | | | |
|---|---|----------------------------|
| 1 - Double solenoid valve | 4 - Servomotor | 13 - Manual shut-off valve |
| 1.1 - Solenoid valve | 5 - Pressure switch, max. (optional for GP/GKP 50-90 burners) | 21 - Manual shut-off valve |
| 1.2 - Pressure regulation valve | 7 - Air damper | 22 - Pressure regulator |
| 1.3 - Proof of close switch | 8 - Servomotor | 23 - Shut-off valve |
| 2 - Pressure switch | 9 - Combustion air fan | 24 - Shut-off valve |
| 2.1 - Pressure switch (only burner type WDX00) | 10 - Electric motor | A - Gas supply |
| 2.2 - Pressure switch (burner types WDX00 and WD3x) | 11 - Differential air pressure switch | B - Air supply |
| 3 - Gas butterfly valve | 12 - Flame detector | C - Ignition gas supply |



GAS OPERATION – NATURAL GAS

Firing capacity	6.94 MMBTU/h (HHV)
Gas flow rate	6511 CFH
Normalized combustion air flow	71938 SCFH
Combustion air flow	77987 CFH (68 °F, 279 ft)
Residual oxygen level (dry)	3.0 vol-%
Equivalent boiler back pressure	1.62 "W.C.
Turndown ratio	1:6

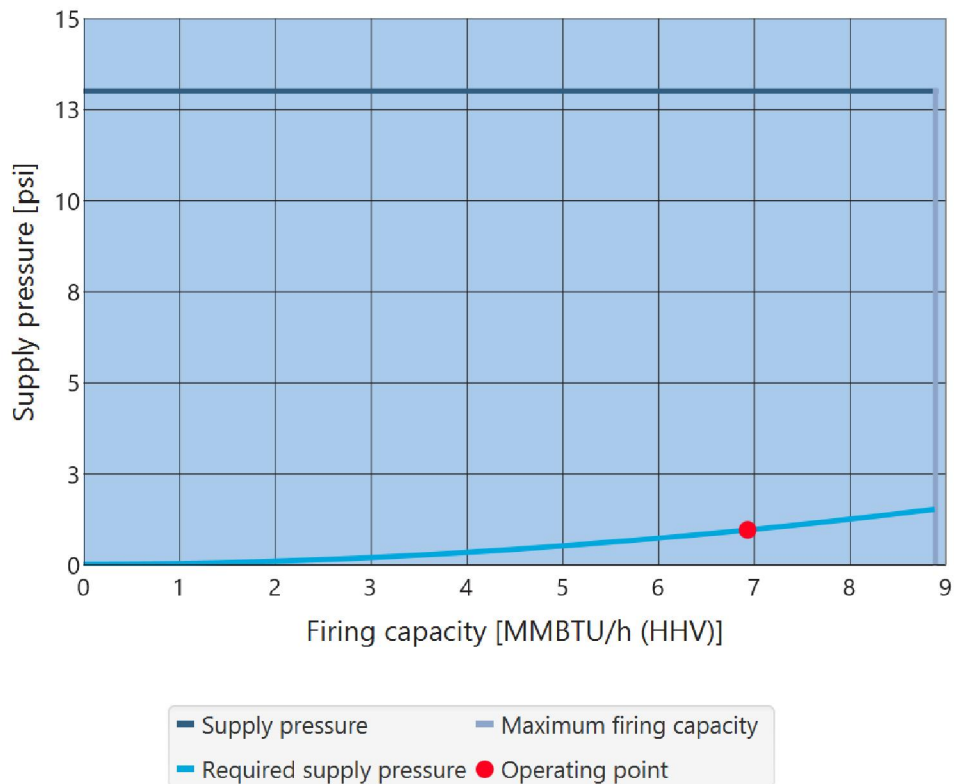
Working Diagram (Gas)



GAS LINE – NATURAL GAS

Firing capacity	6.94 MMBTU/h (HHV)
Gas flow rate	6511 CFH
Supply pressure	13.0 psi
Supply temperature	50 °F
Gas type	Natural gas
Lower heating value	960 BTU/scf
Gas density	0.046 lb/scf
Altitude	279 ft
Gas valve block	VGD20.403-SKP15/25.0
Required supply pressure to gas valve block	0.9 psi
Suitable supply pressure to gas valve block	0.9 psi - 7.3 psi
Gas valve pressure loss	14.4 "W.C.
Nozzle pressure	8.7 "W.C.
Gas nozzle pressure loss	7.0 "W.C.

Required supply pressure



ITEM 1.1 - AUTOMATION: WD100I

Automation type	Oilon WiseDrive, WD100i
Control unit	Siemens LMV51.140C1 UL VERSION
Flame monitoring	Siemens QRI2B2
Delivery type	Built-in on burner

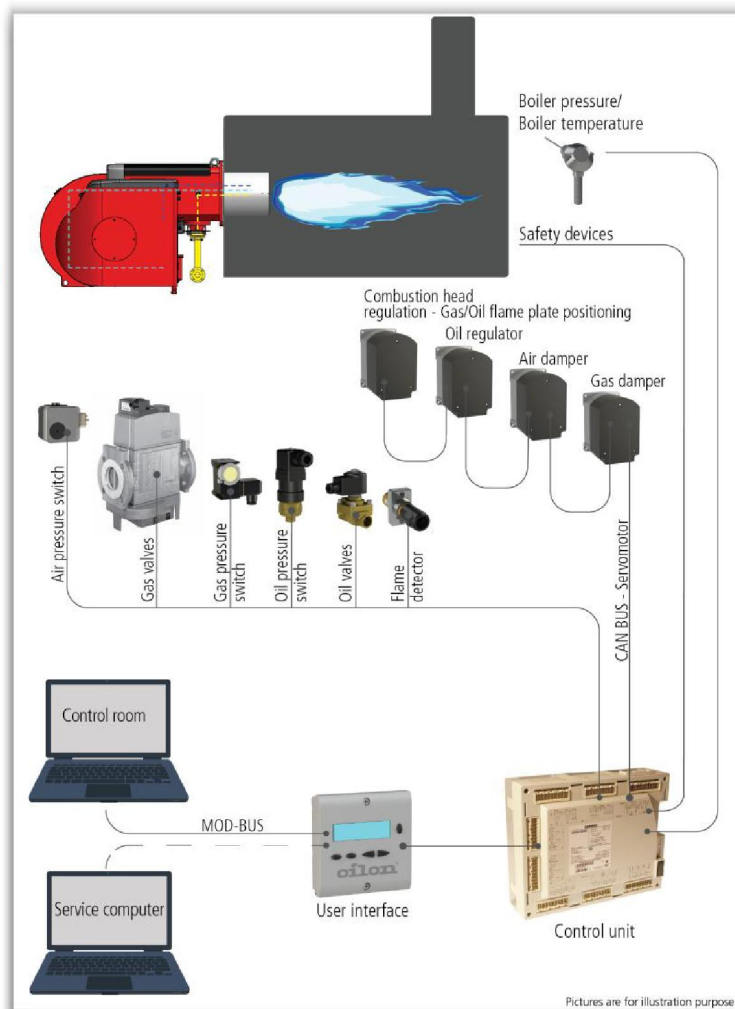
The instruments and devices included in this quotation - if any - are listed separately on page 2.

Oilon WiseDrive WD100i is an electronic control system. In the system, separate servomotors are installed for air dampers, fuel regulator(s) and optionally for combustion head control (500 M – 2000 ME) to optimize air flow pressure loss in the combustion head. The ratio between fuel, combustion air and combustion head air flow is adjusted electronically. The WiseDrive system also takes care of burner control and safety functions.

Oilon WD100i system can be connected to external systems via bus interface (Modbus, Profibus / on additional price). Data regarding burner status and combustion process can be read remotely. Also remote starting and stopping as well as fuel load control can be performed via bus. Load controller (PID) as standard, but load control can also be made by an external 4...20 mA signal.

Standard delivery includes:

- burner control unit LMV51
- AZL display and operating panel
- interfaces for unmanned operation
- common potential free alarm
- plates, required signal lamps



BURNER EQUIPMENT

Gas equipment

The gas related components of the gas and dual fuel burners comply with the standard EN 676: two shut-off valves, pressure switches (min./max.) and an automatic valve leak tester. Other piping-related equipment is available on request.

EMISSIONS

Emission levels for Bio gas combustion & Natural Gas combustion

Nitrogen oxides NO _x	Contact Oilon HQ ref. 3 % O ₂ (dry)
Carbon monoxide CO	Contact Oilon HQ ref. 3 % O ₂ (dry)

The emission values are based on the process values mentioned in the quotation and the following conditions:

A) Technical specifications

- A.1) Oilon has approved the burner positioning in the boiler.
- A.2) Oilon has approved the combustion air duct design.
- A.3) The boiler is according to the drawing number CHANGE-ME.
- A.4) The boiler structure and flue gas duct must be gas tight.
- A.5) The boiler contains no refractory, except burner refractory.
- A.6) Emission values are valid only for stable operation.
- A.7) Burners are adjusted by professional burner personnel and process automation and instrumentation are operating correctly.

B) Fuel specifications

Gas specification

- B.1) The fuel is according to the inquiry specification CHANGE-ME.
- B.2) Additional specifications.

C) Calculation and measurement specifications

- C.1) Combustion product concentrations are given in dry flue gas.
- C.2) m³n refers to standard conditions as defined in 0 °C and 101325 Pa.
- C.3) Measurement uncertainty margins are considered in favour of the burner manufacturer.
- C.4) Emission measurements are conducted according to EN 13284-1 standard and corrected to standard conditions (T_{air} = 20 °C and humidity 10 gH₂O/kgair) according to standard EN676 (EN676:2020 A.3).

EXHIBIT B Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

			<u>Goods</u>	<u>Services</u>	
Person Providing Goods/Services	Date Goods/Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	Cost Per Item	Hourly Rate/Hours Worked	Total
		<i>GRAND TOTAL</i>			

Signature

Printed Name

EXHIBIT C

INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

Bodily Injury by Accident/Disease:	\$500,000 each employee
Bodily Injury by Accident/Disease:	\$500,000 each accident
Bodily Injury by Accident/Disease:	\$1,000,000 policy limit

Commercial General Liability (Occurrence Basis), Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products – Completed Operations:

General Aggregate Limit (other than Products/Completed Operations):	\$2,000,000
Products/Completed Operations:	\$1,000,000
Personal & Advertising Injury Limit:	\$500,000
Each Occurrence Limit:	\$1,000,000
Damage to Premises:	\$100,000 each occurrence
Fire Damage (any one fire):	\$250,000 each occurrence
Medical Expense Limit (any one person):	\$10,000

Auto Liability (owned, hired, and non-owned)

Bodily Single Limit:	\$1,000,000 each accident
Injury and Property Damage:	\$1,000,000 each accident
Policy Limit:	\$1,000,000

Umbrella/Excess Liability

Each Occurrence:	\$1,000,000
Aggregate:	\$1,000,000
Maximum Deductible:	\$10,000

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0

FEDERAL EXCISE TAX EXEMPT
35-6000972

PAGE 1

PURCHASE ORDER NUMBER
S03160

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE.

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
4/6/2026			00350669	

VENDOR AB YOUNG
14701 CUMBERLAND RD.
SUITE 190
NOBLESVILLE IN 46060-3098

Carmel Utilities
SHIP 30 West Main St Ste 220
TO Carmel, IN 46032

CONFIRMATION	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1.00	Each	quote 200441	142,859.00	142,859.00
		DEPRN 02-1050-22		

PLEASE INVOICE IN DUPLICATE

Credit 0.00

Department	Account	Project	Project Account	AMOUNT
------------	---------	---------	-----------------	--------

PAYMENT 142,859.00

SHIPPING INSTRUCTIONS

- * SHIP PREPAID
- * C.O.D. SHIPMENTS CANNOT BE ACCEPTED
- * PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS
- * THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

- * A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFADAVIT ATTACHED.
- * I HEREBY CERTIFY THAT THERE IS AN OBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

Z.J. Giv

TITLE

Director

DOCUMENT CONTROL NO. S03160

CLERK-TREASURER

**ADDITIONAL SERVICES AMENDMENT TO
AGREEMENT FOR GOODS AND SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Blue Tank & Pump, LLC, (the "Vendor"), as City Contract dated April 1, 2026 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

By:

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

Blue Tank & Pump, LLC

By:

William Snowden

Authorized Signature

William Snowden

Printed Name

Sales Manager

Title

FID/TIN: 873816930

Date: 4/29/26



The Quantity You Need at the Quality You Want

21K Tanks - Mini Tanks - Double Wall Tanks - Poly Tanks - Open Top Tanks -
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Treatment Systems - Vac Boxes - Dewatering Boxes - Sealed Roll Off Boxes -
Light Towers - Flameless Heaters - Generators - Air Compressor

Pricing:

Rental Equipment

Item	Description	Quantity
1	F88 Silent Diesel Pump (Primary)	2
2	F88 Silent Diesel Pump (Backup)	1
3	10" Suction Tubes	3
4	8" Stepbow	3
5	8x10 Rubber Hose	7
6	8" Check Valves W/ Bauer Ends	3
7	18" HDPE Tee	2
8	18" X 8" Reducer	3
9	18" HDPE Ring & Flange	13
10	18" HDPE 90	3
11	18" HDPE 45	2
12	18" HDPE Discharge Pipe	2600
13	18" Bolt Kit	13
14	10" Bolt Kit	2
15	18" 24' Road Crossing	2
16	Blue Command	3
17	Level Transducer	3
18	Air Relief Saddle	2
19	8" Hunnebucket	3
20	4jscm Diesel Pump	1
21	4" Suction Hose	5
22	4" strainer	1
23	4" check Valve	1

Rental Pricing

	Day	Week	4 Week
Subtotal	\$ 5,328.33	\$ 15,984.99	\$ 47,954.97
Env Fee	1.50%	1.50%	1.50%
Tax	9.25%	9.25%	9.25%
Total	\$ 5,908.52	\$ 17,725.56	\$ 53,176.67

Sales Items

Item	Description	Unit Rate	UOM	Estimated	Extended
1	Mobilization	\$ 1,162.77	LS	1	\$ 1,162.77
2	Setup	\$ 28,015.00	LS	1	\$ 28,015.00
3	Teardown	\$ 18,410.00	LS	1	\$ 18,410.00
4	Demobilization	\$ 1,162.77	LS	1	\$ 1,162.77
5	Pump Watch	\$ 110.00	Per Hour		\$ -

Subtotal	\$ 48,860.54
Env Fee	1.50%
Tax	7.00%
Total	\$ 53,064.99

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TERMS AND CONDITIONS:

Where changes to the original scope become necessary, Blue Tank and Pump Rental will promptly notify the customer. In doing so, a revised price will be established in order to complete the project as scoped.

Industry standard usage for diesel driven equipment is 10 hrs per day, 50 hrs per week and 200 hrs per month. For all diesel driven equipment, the rates are based on a 10 hr per day shift. If equipment is used for a double shift, then it is charged at 1.5 times the 10 hr rate. If the equipment is used for a triple shift it is charged at 2 times the 10 hr rate. Overages are balanced over the rental period and only charged on the diesel equipment, not all other rental items on the job. Diesel driven equipment must typically be serviced every 250/500 hrs depending on equipment type either by the customer or BTPR will do for an additional cost.

This quote is contingent on the customer providing reasonable access to the site and that the Customer represents and warrants to Blue Tank and Pump Rental that they will have the legal right, title and interest necessary to provide access to the site. In addition, the Customer warrants that it has supplied Blue Tank and Pump Rental with complete and accurate information regarding documentation and/or information concerning the scope of work.

Blue Tank and Pump Rental guarantees to hold these prices for ninety (90) days from the date of the quotation and payment terms of net thirty (30) days.

Blue Tank and Pump Rental will initiate this project upon receipt of a signed Rental Agreement or a Purchase Order.

Work interruptions or delays caused by acts or omissions out of the control of Blue Tank and Pump Rental will be charged to the customer on an hourly basis.

If you accept this quote, please sign and return to Blue Tank and Pump Rental.

Thank you for your consideration of Blue Tank and Pump Rental for this project.

Thanks,

Cory McNutt

Indianapolis Project Manager
Blue Tank and Pump Rental
cmcnutt@bluetankandpump.com
Cell: 317.533.1222
Office: 1.888.258.8265

AGREED: City of Carmel Utilities

Printed: _____ Signed: _____

Title: _____ PO#: _____

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BLUE TANK AND PUMP RENTAL, LLC STANDARD RENTAL TERMS

Blue Tank and Pump Rental, LLC will hereinafter be referred as: Blue Tank. Customer understands and agrees to the following terms:

1. ACCEPTANCE of EQUIPMENT: Customer acknowledges it and has inspected or has been given the opportunity to inspect the equipment and accepts the equipment 'AS IS' and finds it in good working order.

Customer agrees that all liability and risk of loss for said equipment passes to Customer at the time the equipment is loaded onto Customer's truck, or if a common carrier is utilized, at time the equipment is loaded onto the common carrier from Blue Tank's facility. If Blue Tank delivers said equipment to the Customer, liability and risk of loss passes to Customer at the time Blue Tank tenders the equipment to Customer for unloading by Customer and/or agent. Customer is responsible for providing the means (equipment manpower, etc.) to load and unload the equipment from (and to) the delivery truck upon delivery and/or pickup and it expressly assumes all liability for losses and/or damages sustained during the process of loading or unloading said equipment.

2. RENTAL RATES: Rental charges begin the day the equipment leaves the Blue Tank facility and stops the day it is returned to us via your truck or on the day Customer obtains a Rental Termination and arranges for Blue Tank to pick up the equipment. Customer remains responsible for the equipment until its return or pick up by Blue Tank - even if a Rental Termination has been obtained. Credit is not given for periods when the equipment is not used **WE RENT TIME, NOT USAGE OF EQUIPMENT**. Rental of additional items will be provided at current rental rates. Should additional items be requested by the Customer or if items are exchanged or moved to another project, all of the terms of this agreement still apply. Meter overages will apply if the Hour Meter on the item incurs more than 10 hours per day, 50 hours per week, or 200 hours per month. The total usage hours will be balanced out over the entire rental period. Amount for overage charges are specific to the rented item.

3. EQUIPMENT OPERATION: The Customer agrees to provide competent operators for all operations or use and is responsible for ensuring each operator of the equipment is properly trained and qualified and ensuring that all operators are of legal age, are not under the influence of alcohol or drugs and are in compliance with all applicable laws, rules and regulations. Only Customer, its employees or representatives acting in the course of their employment may use or operate equipment. Customers agree to obtain any permits that may be necessary to operate the equipment.

4. MAINTENANCE/ SERVICE: Customer agrees to maintain and care for the equipment rented on a daily basis. **Should the equipment require maintenance call the location where you rented the equipment and report the problem to arrange for service. If it is after normal business hours, call 1-888-258-8265, and use the emergency extension.** You will need the unit number and meter hours when calling. If damage of any kind is caused by Customer from improper use, application or lack of maintenance, the Customer agrees to pay for the repairs and/or replacement as needed. Customer agrees to continue to pay normal rental charges on items damaged due to improper use or application or lack of maintenance, until the damaged equipment is repaired and/or replaced and returned to Blue Tank rental fleet. Damage caused by normal wear and tear, as determined by Blue Tank, will be covered by Blue Tank. If the customer is given advance written authorization by Blue Tank to perform repairs caused by normal wear and tear and then submits reasonable receipts for the costs incurred, we will issue you a credit memo to your billing account. Customer agrees that the repair or replacement of the equipment is the Customer's sole and exclusive remedy for Blue Tank's breach of this contract; no back charges for liquidated damages, lost work, loss of time or use will be accepted by Blue Tank.

5. ACCESS TO EQUIPMENT: Whenever a Blue Tank representative needs to have access to the equipment, at its sole discretion, the Customer will provide at all times free and clear access, hoisting/lifting capabilities, safety related items and passes/access to restricted areas if required.

6. RETURN OF EQUIPMENT: If the equipment is exposed to hazardous materials or is used in a hazardous material or sewer type application, Customer agrees to decontaminate the equipment before returning it to Blue Tank. If the equipment is not decontaminated and Blue Tank has to perform this task the Customer will be charged a decontamination fee based on the Published Cleaning Price Sheet, or time and material basis if required. If all of the items listed on the shipping documents are not returned, or are returned damaged, the Customer agrees to pay the current sale price for these items OR, if the Damage Waiver has been included and the loss or damage is covered by the Damage Waiver, a deductible equal to two times the monthly rental rate of the missing or damaged item(s).

7. WARRANTY: This is an equipment rental contract for the "Bare Rental" of pumping or related equipment and not a performance contract. Due to the uncertainty and changing nature of job site conditions. Blue Tank and Pump does not warrant, beyond the performance specifications of the equipment rented, that the equipment will complete the task at hand. **There are no warranties, express or implied, or merchantability or fitness for a particular purpose which extend beyond the description on the face hereon.**

8. INSURANCE: Customer agrees to provide and maintain insurance coverage protecting Blue Tank and Pump from all loss, theft, damage, expense or penalty arising from or related to the use of the equipment. This insurance must include bodily injury, property damage, general liability and automobile liability coverage with limits of at least \$1,000,000 for each person or occurrence. Customer agrees to name Blue Tank and Pump Rental, LLC as an ADDITIONAL INSURED PARTY. A copy of the insurance certificate showing this coverage must be provided to Blue Tank and Pump Rental, LLC. In those instances when satisfactory coverage is not provided Customer understands that the Damage Waiver will be charged and agrees to payment of these charges.

9. DAMAGE WAIVER: If Customer chooses to participate in the Damage Waiver program or in instances when Blue Tank does not have a valid and accepted certificate of insurance coverage from the Customer on file, Customer will be charged the Damage Waiver fee equal to twelve percent (12%) of the rental rate charged on each invoice. Customer is responsible for loss or damage to the equipment subject to the provisions of the Damage Waiver plan. **CUSTOMER UNDERSTANDS AND AGREES THAT THE DAMAGE WAIVER IS NOT INSURANCE AND DOES NOT PROTECT CUSTOMER FROM LIABILITY TO BLUE TANK AND PUMP RENTAL, LLC OR OTHERS ARISING OUT OF THE POSSESSION OR OPERATION OF THE EQUIPMENT, INCLUDING INJURY OR DAMAGE TO PERSONS OR PROPERTY.**

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Light Towers - Flameless Heaters - Generators - Air Compressor

10. JOB INFORMATION NOTICES: Customer agrees to provide complete job related information for the purpose of filing required lien/ bond notices. Before the equipment is moved to another job site Customer agrees to notify Blue Tank in writing of the date the equipment will be moved and the new job related information.

11. PAYMENT: Unless otherwise noted on this Agreement, payments are due within (30) calendar days of the invoice date. Customer agrees after 90 days after invoice date to pay a finance charge at the rate of 1.5% monthly until the invoice is paid.

12. ASSIGNMENT: Blue Tank had the right to assign and/or grant a security interest in this Agreement. If the assignee or secured party succeeds to Blue Tank interest hereunder, Customer will (a) pay to it all rents subsequently payable hereunder, and (b) upon the request of any such assignee or secured party, automatically become the lessee of such successor in interest without change in this Agreement, except that such assignee or successor in interest will not be bound (i) any payment of rent for more than month in advance, (ii) any amendment or modification of the Agreement made without its consent, (iii) any claim against Blue Tank and Pump Rental LLC arising prior to the date on which it succeeds to Blue Tank interest, or (iv) any claim or offset against Blue Tank and Pump Rental, LLC.

13. DEFAULT/ REMEDIES OF BLUE TANK: If any of the terms of this agreement are breached by Customer, or if the Customer becomes insolvent, ceases to business, files a petition for bankruptcy protection or if Customer is in default or other agreements with Blue Tank and if Blue Tank provides three day written notice (by fax, mail, email, overnight service or hand delivery) then Blue Tank has the right to enter the job site and, upon presentation of this contract, take possession of owned equipment. Customer agrees to arrange and provide for the removal and loading of the equipment or any expense Blue Tank may incur in hiring outside services to do so. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST BLUE TANK AND PUMP RENTAL, LLC FOR SUCH REPOSSESSION.** Customer authorizes Blue Tank to contact the general contractor and/or owner or any party of the project and arrange for joint checks or direct checks to be written for unpaid rental and job related invoices.

14. INDEMNIFICATION: Customer agrees to defend, indemnify and hold harmless Blue Tank and Pump Rental, LLC from any and all claims for injury or damage to any persons or any property claimed to have been caused in any way by or from the possession or use of the equipment. No claims for consequential or incidental damages, liquidated or any other charges or claims may be made by Customer nor will they be accepted by Blue Tank and Pump Rental, LLC.

15. LIMITATION OF BLUE TANK AND PUMP RENTAL, LLC LIABILITY: CUSTOMER AGREES THAT BLUE TANK'S LIABILITY UNDER THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY LIABILITY ARISING FROM BLUE TANK OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE, OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT, IN ANY EVENT, EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT, IN ADDITION TO THE FOREGOING, CUSTOMER ASSUMES COMPLETE LIABILITY FOR ANY AND ALL ENVIRONMENTAL DAMAGES CAUSED BY OR RELATED IN ANY WAY TO THE OPERATION OF BLUE TANK EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE COST OF CONTAINING AND/ OR CLEANING UP SPILLS OF ANY NATURE, AND ALL RESULTANT DAMAGES RELATED THERETO, CUSTOMER FURTHER ASSUMES LIABILITY FOR ANY AND ALL FEES, FINES, PENALTIES OR COSTS IMPOSED BY ANY FEDERAL, STATE OR LOCAL AUTHORITY OR AGENCY AND AGREES TO DEFEND, INDEMNIFY AND HOLD BLUE TANK AND PUMP HARMLESS IN THE EVENT OF SUCH AND OCCURANCE. CUSTOMER ACCEPTS THIS LIMITATION OF DAMAGES CLAUSE AND UNDERSTANDS IT CONSTITUTES ITS SOLE AND EXCLUSIVE REMEDY.

16. LEGAL FEES/ VENUE: In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, electronic discovery costs, telephone charges, information technology support charges, consultant and expert witness fees, travel, expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. The parties agree that venue for any legal actions shall be in the county of Jessamine, Kentucky and that Kentucky law shall govern any legal action taken hereunder.

17. JURY TRIAL WAIVER: TO THE EXTENT PERMITTED BY LAW, IN ANY ACTION TO ENFORCE OR INTERPRET THIS CONTRACT, THE PARTIES HEREBY KNOWING, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

18. SALE OF EQUIPMENT: Unless specifically identified that equipment is to be purchased by Customer, this is not a sale agreement but a Bare Rental Contract. No ownership in the equipment provided on a bare rental basis is earned during the course of rental. If this contract identifies any equipment that is to be purchased by Customer, Blue Tank sells and delivers such equipment to Customer on an AS IS WHERE IS basis. If a separate written offer is to be extended to allow the purchase of the rental equipment, rental invoices must be paid promptly to retain the purchase option, title will transfer only when the full purchase price has been paid and all the terms of this contract remain in effect.

19. COMPLETE AGREEMENT: All of the terms of Blue Tank and Pump's credit application are made a part of this contract agreement. This contract agreement is the full and complete agreement between the Customer and Blue Tank and Pump Rental, LLC and takes priority over any other verbal or written agreements made or claimed to have been made. Both parties agree that facsimile, electronic signature, or digital scan of the Agreement is an authorized and legal agent of the Customer and has full authority to make and enter into this agreement.

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Light Towers - Flameless Heaters - Generators - Air Compressor

April 29, 2026

City of Carmel Utilities

Ben Donald

9609 Hazel Dell Pkwy

Carmel IN

Email Address

RE: 36" Interceptor > 126th St Bypass Proposal

Assumptions:

All Equipment

1. BTPR provides 24/7 emergency service if there are any issues with the equipment.
2. Rental prices are calculated using estimates and are subject to change based upon actual quantity of material used and time actually rented.
3. Diesel driven equipment requires service every 250/500 hours depending on equipment type, to be performed by customer or BTPR for an additional cost.
4. The customer will be billed for any damages that occur to the equipment from misuse.
5. Fuel and DEF are not included for the equipment.
6. Equipment must be onsite for placement of equipment, unless otherwise arranged.
7. Although prevailing wage rates are not included in this quote, they can be added if necessary.
8. Site/Driveway/Road Restoration, regrading, seeding or strawing is not included in this quote. This includes repairing mud or ruts made with trucks, skid steers, telehandlers, or other equipment. We are not quoting to do any excavation
9. All invoices will include a 1.5% environmental fee.

Pump Specific Assumptions

10. Strainers are the customer's responsibility to clean.
11. Pump Estimated Flow rates are based on clean clear water of normal consistency with a specific gravity of 1. Water with sludge, trash, mud, ragging and anything that can clog pump or strainer will potentially reduce flow of the system.
12. Blue Tank and Pump Rental can only assist in helping the customer with any flow rates, final bid and setup flow rates must be the customers decision not BTPR.
13. Blue Tank must always have access to suction and discharge points.
14. Water must be onsite for flushing of bypass.
15. For Larger Pump Setups with 8", 12" or 18" pumps the cones on the manholes will likely need pulled if pumping from a manhole.
16. Pipe Plug Installation, Bracing, and Inflation is the sole responsibility of the customer. Blue Tank WILL NOT install and inflate or deflate pipe plugs.

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21K Tanks - Mini Tanks - Double Wall Tanks - Poly Tanks - Open Top Tanks -
Containments - Diesel Pumps - Electric Pumps - Hoses - Filtration - Water
Treatment Systems - Vac Boxes - Dewatering Boxes - Sealed Roll Off Boxes -
Light Towers - Flameless Heaters - Generators - Air Compressor

System Description:

Customer Requested Flow Rate:5,555 GPM

Flow Rate was determined by:Customer Given

The quoted system will use Two (2) F88-125 HP as primary and One (1) F88-125 HP pumps in backup capacity. This system will use (Upstream MH) as the suction point and (126th St MH) as the discharge point approximately (2500') away. In primary configuration this system is capable of handling approximately (5,555 GPM)

Blue Tank and Pump Rental
888-BLU-TANK

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0
FEDERAL EXCISE TAX EXEMPT
35-6000972

PAGE 1

PURCHASE ORDER NUMBER

S03164

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE.

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
4/29/2026			378992	

VENDOR BLUE TANK AND PUMP LLC
220 STEPHENS DR
NICHOLASVILLE KUY 40356

Carmel Utilities
SHIP 30 West Main St Ste 220
TO Carmel, IN 46032

CONFIRMATION	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT

QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1.00	Each	36" interceptor 126th Bypass	53,064.99	53,064.99
		CONN	07-1050-40	

PLEASE INVOICE IN DUPLICATE

Credit

0.00

Department	Account	Project	Project Account	AMOUNT
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PAYMENT

53,064.99

SHIPPING INSTRUCTIONS

- * SHIP PREPAID
- * C.O.D. SHIPMENTS CANNOT BE ACCEPTED
- * PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS
- * THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

- * A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFADAVIT ATTACHED.
- * I HEREBY CERTIFY THAT THERE IS AN OBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

TITLE

[Signature]
Director

DOCUMENT CONTROL NO. S03164

CLERK-TREASURER

**ADDITIONAL SERVICES AMENDMENT TO
AGREEMENT FOR GOODS AND SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Agreement") entered into by and between the City of Carmel and Insituform Technologies USA, LLC, (the "Vendor"), as City Contract dated April 1, 2026 shall amend the terms of the Agreement by adding the additional services to be provided by Vendor consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A". The terms and conditions of the Agreement shall not otherwise be affected by this Additional Services Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as follows:

CITY OF CARMEL, INDIANA
by and through its Board of Public
Works and Safety

By:

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

Insituform Technologies USA, LLC

By:



Authorized Signature

Janet Hass
Printed Name

Contracting & Attesting Officer
Title

FID/TIN: 43-1319597

Date: 4/27/2026



April 23, 2026

To: Ben Donald, Operations Manager
9609 Hazel Dell Pkwy
Carmel, IN 46280
bdonald@carmel.in.gov

Project Name: Cool Creek Interceptor WEST 36-Inch CIPP Proposal SO-00222352
Omnia Partners Contract Number 23-065-PW
City of Carmel

Insituform Technologies USA, LLC, herein proposes to furnish a Proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project.

Assumptions and Qualifications

A site review was performed for this project. If conditions are materially different from those communicated to **Insituform Technologies USA, LLC**, we reserve the right to void or renegotiate the pricing contained in this proposal.

We have based this proposal on a nominal wall thickness for the Insitutube as shown in the price. This is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.

Specific service connections will be reconnected only when written directions are received from the Owner/Prime Contractor with an additional charge for each service connection. The Owner/Prime Contractor will indemnify and hold **Insituform Technologies USA, LLC** harmless from all claims arising from backups and other effects of such actions or inaction's from services not opened at the owner's request. In the event that Insituform is unable to locate or reconnect a service lateral internally, the Owner/Prime Contractor will externally reconnect the service at no cost to Insituform. Water shall be provided at no cost to Insituform Technologies USA, LLC. for all construction phases of this project. Insituform Technologies USA, LLC. will follow all required deposit, backflow prevention, and metering procedures.

The Owner/Prime Contractor will provide access to both ends of the line including the modification of the top of MH 32-3 to bring it level to the ground for installation, measuring of host pipe, cleaning and televising of host pipe, traffic control, bypass pumping and point repairs if needed. Installation can be completed after point repairs and accesses to both ends are completed.

Proposal Pricing

PAY ITEM	DESCRIPTION	QTY.	U/M	UNIT PRICE	AMOUNT
508	Travel and Mobilization	1	LS	\$ 14,782.00	\$ 14,782.00
5	36" x 12 mm	1909	LF	\$ 241.00	\$ 460,069.00
30	36" or Larger Setup Charge Per Length	1909	LS	\$ 15.00	\$ 28,635.00
23	Additional 1.5 mm (Segment 1 - 316' x 5)	1580	LF	\$ 5.00	\$ 7,900.00
23	Additional 1.5 mm (Segment 2 - 298' x 7)	2086	LF	\$ 5.00	\$ 10,430.00
23	Additional 1.5 mm (Segment 3 - 64' x 7)	448	LS	\$ 5.00	\$ 2,240.00
23	Additional 1.5 mm (Segment 4 - 633' x 8)	5064	LF	\$ 5.00	\$ 25,320.00
23	Additional 1.5 mm (Segment 5 - 598' x 8)	4784	LF	\$ 5.00	\$ 23,920.00
TOTAL					\$ 573,296.00

5 Pipe Segments in total. 1 Segment calls for 19.5 mm, 2 Segments call for 22.5 mm and 2 Segments for 24 mm.

Proposal Inclusions

The prices stated in this proposal include:

1. Mobilizations and demobilization.
2. Final video inspection following completion of the installation to document your new pipe rehabilitated by CIPP.
3. Insitutube wetout using 400,000 Flexural Modulus resin, inversion, curing, and finishing.
4. Confined space safe entry practices.
5. One-year standard construction warranty.
6. Certificate of insurance with a standard coverage (Does not include Primary and Non-Contributory Coverage)

Proposal Exclusions

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by Insituform Technologies USA, LLC. at your additional cost; or would be furnished by others, at your direction, at no cost to Insituform Technologies USA, LLC.:

- a) Clear access to sewer through new or existing manhole, manhole frame and chimney/corbel removed.
 - b) Access to a sanitary sewer on site to dispose of cure water.
 - c) Cleaning, Televising and Measuring of Host Pipe
 - d) Traffic Control
 - e) Bypass Pumping
 - f) If preliminary video inspection of the pipe interior indicates excessive damage, or other extra-ordinary condition, which will require excavation, or other extraordinary remedy, to prepare the pipe for installation of the Insitutube, then those services will be provided by the Prime contractor or Owner. This will include excessive roots, excessive debris and protruding taps.
 - g) Additional mobilizations and/or setups due to point repairs, obstruction removals, or delays out of our control will be an additional charge.
 - h) Manual operation of any pumping and/or metering stations.
 - i) Water from fire hydrants within a convenient distance from each cleaning and inversion site location.
 - j) Legal dumpsite for debris resulting from pipe cleaning.
 - k) *If any hazardous or toxic materials are encountered during the project, the Owner/Prime Contractor will be responsible for the removal and disposal of the materials.*
 - l) Installation of cleanouts, or other ports, if required for special bypass pumping requirements for businesses.
 - m) Manhole installation, rehabilitation, and/or replacement, if needed to install CIPP.
 - n) Project permits and/or local licenses.
 - o) State and local sales and/or use taxes on the value of the project. If you are exempt please submit the appropriate documentation.
 - p) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.
 - q) Performance and Payment Bond not included. This is available upon request, but if required please add 3.5% to the total project cost.
-

Proposal Terms and Conditions

- a) **Limits of Liability.** In consideration of Insituform Technologies USA, LLC.'s agreement to maintain no less than \$5,000,000 of comprehensive general liability insurance in the form required by the Contract, Insituform Technologies USA, LLC.'s liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold Insituform Technologies USA, LLC. harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
- b) **LIMITED WARRANTY.** IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY. WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- c) **MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES.** Notwithstanding anything to the contrary set forth in the Contract, neither party shall be liable to the other or any third party for consequential damages relating to or arising out of the Contract
- d) **PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT.** This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.
- e) If, during the performance of this contract, any cost price determining factor considered by Subcontractor in determining the subcontract price significantly increases, through no fault of Subcontractor, the price of this subcontract shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by Subcontractor from the date of the contract signing. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of any material is delayed, through no fault of Subcontractor because of the shortage or unavailability of any raw materials, including resin, Subcontractor shall not be liable for any additional costs or damages associated with such delay(s).
- f) Quantities are estimated. Unit prices apply for actual invoice and payment.
- g) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
- h) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
- i) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of Insituform Technologies USA, LLC. If, during the performance of this contract, any cost price determining factor considered by Contractor in determining the contract price significantly increases, through no fault of Contractor, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by Contractor from the date of the contract signing. Price increases resulting from increased costs of materials, labor, fuel, freight, and other cost inputs shall be verified, in writing, by Contractor's Vice President of Procurement. Due to the confidential nature of Contractor's pricing from Vendors, verification shall consist of a statement of percentage change in cost from the date of Contractor's estimate through the date of the change order request. Where the delivery of any material is delayed, through no fault of Contractor because of the shortage or unavailability of any raw materials, including resin, Contractor shall not be liable for any additional costs or damages associated with such delay(s). Nothing contained in this clause shall preclude Contractor from entitlement to more than one equitable adjustment if its costs continue to significantly (as defined above) rise during the duration of the project.
- j) **Conflicts.** In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

Offered By:

Accepted By:

Insituform Technologies USA, LLC.



Jay B. Ferguson
Business Development Manager

Signature

Name/Title

Organization

Accepted by: Insituform Technologies USA, LLC.

Organization Address

Date: _____

Is this Project Tax Exempt? _____ If Yes, please provide Tax Exemption Form and, where applicable, Project Exemption Form.

Does this Project require Certified Payroll? _____ Are there wage rates? _____. If yes, please provide a copy of the wage rates.

Project Insurance Requirements attached _____ (please provide project insurance requirements or attach a sample cert of insurance)

Project Owner: Name _____ Address _____

Project Location: City _____ State _____ Zip _____

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document it shall not be acknowledged without this accepted proposal as an attachment.

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0
FEDERAL EXCISE TAX EXEMPT
35-6000972

PAGE 1

PURCHASE ORDER NUMBER

S03162

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE.

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
4/27/2026			365399	

VENDOR INSITUFORM TECHNOLOGIES LLC
PO BOX 74008440
Chicago IL 60674-8440

Carmel Utilities
SHIP 30 West Main St Ste 220
TO Carmel, IN 46032

CONFIRMATION	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1.00	Each	Proposal S000222352	573,296.00	573,296.00
		CONN	07-1050-40	

PLEASE INVOICE IN DUPLICATE

Credit

0.00

Department	Account	Project	Project Account	AMOUNT
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PAYMENT

573,296.00

SHIPPING INSTRUCTIONS

- * SHIP PREPAID
- * C.O.D. SHIPMENTS CANNOT BE ACCEPTED
- * PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS
- * THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

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- * I HEREBY CERTIFY THAT THERE IS AN OBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

TITLE

DOCUMENT CONTROL NO. S03162

CLERK-TREASURER

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES ("Agreement") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City"), and Nugent, Inc. d/b/a Utility Supply Company an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**

Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.

2. **PERFORMANCE:**

City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 01-6201-06 fund. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.

3. **PRICE AND PAYMENT TERMS:**

3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than One Hundred Two Thousand Nine Hundred Ninety Three Dollars and Fifty One Cents (\$102,993.51) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.

3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof. All payments and any late payments fees shall be pursuant to Indiana Prompt Payment Statute; Ind. Code 5-17-5 *et al.*

4. **WARRANTY:**

Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their

particular purpose.

5. TIME AND PERFORMANCE:

This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.

6. DISCLOSURE AND WARNINGS:

If requested by City, Vendor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Vendor agrees to furnish to City sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.

7. LIENS:

Vendor shall not cause or permit the filing of any lien on any of City's property. In the event any such lien is filed and Vendor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, City shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense.

8. DEFAULT:

In the event Vendor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Vendor's warranties; (b) fails to provide the Goods and Services as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Goods and Services and does not correct such failure or breach within five (5) business days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of notice from City specifying such failure or breach; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to (1) terminate all or any parts of this Agreement, without liability to Vendor; and (2) exercise all other rights and remedies available to City at law and/or in equity.

9. INSURANCE AND INDEMNIFICATION:

Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth in attached Exhibit C. Vendor shall cause its insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled

without thirty (30) days prior notice to City. Vendor shall indemnify and hold harmless City from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods and Services pursuant to or under this Agreement or Vendor's use of City property.

Vendor further agrees to indemnify, defend and hold harmless City and its officers, officials, agents and employees from all claims and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, caused by any act or omission of Vendor and/or of any of Vendor's agents, officers, employees, contractors or subcontractors in the performance of this Agreement. These indemnification obligations shall survive the termination of this Agreement.

10. GOVERNMENT COMPLIANCE:

Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.

11. NONDISCRIMINATION:

Vendor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

12. E-VERIFY:

Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Vendor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute the Affidavit attached herein as Exhibit D, affirming that it is enrolled and participating in the E-Verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Vendor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Vendor subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify law, the City may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

13. NO IMPLIED WAIVER:

The failure of either party to require performance by the other of any provision of this Agreement

shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

14. NON-ASSIGNMENT:

Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.

15. RELATIONSHIP OF PARTIES:

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Vendor under or pursuant to this Agreement.

16. GOVERNING LAW; LAWSUITS:

This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

17. SEVERABILITY:

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.

18. NOTICE:

Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

If to City:	City of Carmel Utilities Department 30 W Main Street, Suite 220 Carmel, Indiana 46032	AND	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
If to Vendor:	Nugent, Inc. d/b/a Utility Supply Company 6310 S Harding Street Indianapolis, Indiana 46217		

Notwithstanding the above, notice of termination under paragraph 19 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

19. TERMINATION:

19.1 Notwithstanding anything to the contrary contained in this Agreement, City may, upon notice to Vendor, immediately terminate this Agreement for cause, in the event of a default hereunder by Vendor and/or if sufficient funds are not appropriated or encumbered to pay for the Goods and Services to be provided hereunder. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount representing conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.2 City may terminate this Agreement at any time upon thirty (30) days prior notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount of conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.3 The City may terminate this Agreement pursuant to Paragraph 11 hereof, as appropriate.

20. REPRESENTATIONS AND WARRANTIES

The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

21. ADDITIONAL GOODS AND SERVICES:

Vendor understands and agrees that City may, from time to time, request Vendor to provide additional goods and services to City. When City desires additional goods and services from Vendor, the City shall notify Vendor of such additional goods and services desired, as well as the time frame in which same are to be provided. Only after City has approved Vendor's time and cost estimate for the provision of such additional goods and services, has encumbered sufficient monies to pay for same, and has authorized Vendor, in writing, to provide such additional goods and services, shall such goods and services be provided by Vendor to City. A copy of the City's authorization documents for the purchase of additional goods and services shall be numbered and attached hereto in the order in which they are approved by City.

22. TERM:

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through the satisfactory completion of services and/or delivery and acceptance of goods contracted for herein.

23. HEADINGS:

All heading and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

24. BINDING EFFECT:

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal

representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

25. NO THIRD PARTY BENEFICIARIES:

This Agreement gives no rights or benefits to anyone other than City and Vendor.

26. DEBARMENT AND SUSPENSION:

26.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor.

26.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Vendor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

27. IRAN CERTIFICATION:

Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

28. ADVICE OF COUNSEL:

The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of this Agreement, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

29. ACCESS TO PUBLIC RECORDS ACT:

Vendor understands and agrees that any "public record", as the term is defined in Indiana Code 5-14-3-2(m), as amended, that is related to the subject matter of the Contract, whether the same is in the possession or control of Vendor or City, shall be subject to release under and pursuant to the provisions of Indiana's Access to Public Records Act, as codified in Indiana Code 5-14-3-1, *et seq.*, as amended.

30. SUSPENSION OF SERVICES:

A. Suspension due to security or integrity threats. Vendor agrees to provide at least twelve (12) hours notice to the City if any suspension of services or good deliveries will be necessary due to a threat to the technical security or technical integrity of the services or delivery systems.

B. Suspension due to payment dispute. If the Parties are having a billing or payment dispute, Vendor shall not suspend the services under the Agreements between the Parties until such disputes is

resolved or Agreements between the Parties are terminated.

31. DATA TRANSFER UPON TERMINATION:

Upon termination of the Agreement, and if Vendor possesses any City digital data or electronic content (collectively "Customer Data and Content"), Vendor shall not delete and shall allow the City to download and export all such Customer Data and Content held in the services by Vendor for ninety (90) days following termination.

32. LIMITATION ON USE OF CUSTOMER DATA AND CONTENT:

Vendor shall not use, disclose, sell, license, rent, or otherwise exploit Customer Data and Content for any commercial purposes, nor for any purpose beyond the scope of providing the services set forth in the Agreements between the Parties. All use of Customer Data and Content by Vendor must comply with all applicable federal, state, and local laws, rules, and regulations.

33. MARKETING:

Any Vendor press-releases announcing the partnership between the Parties, shall be coordinated with the City's marketing department.

34. DATA AND INFORMATION PROTECTION:

A. Definitions. Capitalized terms used in this Section shall have the meanings set forth, below:

"Authorized Persons" means (i) the Vendor's employees; and (ii) the Vendor's subcontractors and agents who have a need to know or otherwise access Personal Information to enable the Vendor to perform its obligations under this Addendum and the Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Addendum and the Agreement.

"Highly Sensitive Personal Information" means an (i) individual's government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (ii) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (iii) biometric, genetic, health, medical, or medical insurance data.

"Personal Information" means information provided to the Vendor by or at the direction of the City, information which is created or obtained by the Vendor on behalf of the City, or information to which access was provided to the Vendor by or at the direction of the City, in the course of the Vendor's performance under this Addendum and the Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers), in case of both subclauses (i) and (ii), including, without limitation, all Highly Sensitive Personal Information.

"Security Breach" means (i) any act or omission that compromises either the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by the Vendor or any Authorized Persons, or by the City should the Vendor have access to the City's systems, that relate to the protection of the security, confidentiality, or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy and data security practices of the Vendor or any Authorized Persons or a breach or alleged breach of this Addendum and/or Agreement relating to such privacy and data security practices. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Personal Information.

B. Standard of Care.

- i. Vendor acknowledges and agrees that, during the term of the Agreement, Vendor may create, receive, or have access to Personal Information. For any Personal Information, Vendor shall comply with this Section in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession by all Authorized Persons. Vendor shall be responsible for, and remain liable to, the City for the actions and omissions of all Authorized Persons concerning the treatment of Personal Information.
- ii. Personal Information is deemed to be Confidential Information of the City and is not Confidential Information of Vendor.
- iii. Vendor agrees and covenants that it shall:
 - a. Keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;
 - b. Not create, collect, receive, access, or use Personal Information in violation of law;
 - c. Use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Addendum and the Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Vendor's own purposes or for the benefit of anyone other than the City, in each case, without the City's prior written consent; and
 - d. Not directly or indirectly, disclose Personal Information to any person other than Authorized Persons, without the City's prior written consent.
- iv. Vendor shall implement and maintain a written information security program, including appropriate policies, procedures, and risk assessments.
- v. At a minimum, Vendor's safeguards for the protection of Personal Information shall include:
 - a. Limiting access of Personal Information to Authorized Persons;

- b. Securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability;
- c. Implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal;
- d. Implementing authentication and access controls within media, applications, operating systems, and equipment;
- e. Encrypting Highly Sensitive Personal Information stored on any media;
- f. Encrypting Highly Sensitive Personal Information transmitted over public or wireless networks;
- g. Strictly segregating Personal Information from information of Vendor or its other customers so that Personal Information is not commingled with any other types of information;
- h. Conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Vendor's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing;
- i. Implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and
- j. Providing appropriate privacy and information security training to Authorized Persons.

C. Security Breach.

If Security Breach occurs that affects Vendor's obligations to the City under the Agreements between the Parties, or Personal or Confidential Information, Vendor shall:

- i. Notify the City of a Security Breach as soon as practicable, but no later than forty-eight (48) hours after the Vendor becomes aware of it;
- ii. At its own expense, use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards. Vendor shall reimburse the City for all actual costs incurred by the City in responding to, and mitigating damages caused by any Security Breach, including all costs of notice and/or remediation;
- iii. Maintain and preserve all documents, records, and other data related to any Security Breach;
- iv. Fully cooperate, at its own expense, with the City in any litigation, investigation, or other action deemed necessary by the City to protect its rights relating to the use, disclosure, protection, and maintenance of Personal or Confidential Information.

- D. Cyber Liability Insurance. Vendor shall maintain cyber liability insurance coverage of not less than \$1,000,000 each claim and annual aggregate providing coverage for damages and claims expenses, including notification expenses, arising from (1) breach of network security, (2) alteration, corruption, destruction or deletion of information stored or processed on a computer system, (3) invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, (4) unauthorized access and use of computer systems, including hackers, (5) the transmission of malicious

code, and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy.

35. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Vendor and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA

Nugent, Inc. d/b/a Utility Supply Company

by and through its Board of Public
Works and Safety

By:

By:

Laura Campbell, Presiding Officer

Lynne M Beard
Authorized Signature

Date: _____

Lynne M Beard
Printed Name

James Barlow, Member

Controller
Title

Date: _____

Alan Potasnik, Member

FID/TIN: 35-2028675

Date: _____

ATTEST:

Date: 4/13/2026

Jacob Quinn, Clerk

Date: _____



UTILITY SUPPLY COMPANY
8787 AMERICANA BLVD.
INDIANAPOLIS, IN 46268
US
317-876-7902

Order Number	
1584548	
Order Date	Page
02/26/2026 12:03:18	1 of 3

Quote Expires On: 03/08/2026

Bill To:

CARMEL WATER DISTRIBUTION
3450 WEST 131ST STREET
CARMEL, IN 46074
US

317-733-2855

Attn: SKYE POWELL

Customer ID: 100753

Ship To:

CARMEL WATER DISTRIBUTION
3450 WEST 131ST STREET
CARMEL, IN 46074
US

Requested By: STEVE COOK

PO Number					Ship Route	Taker		
NORTH END PHASE 2						ZSTIERWALT		
Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				
363.60	0.00	363.60	FT		20TYTONJT	FT	118.4500	43,068.42
			1.0		20 CLASS 50 TYTON JOINT DUCTILE IRON WATER MAIN	1.0		
1.00	0.00	1.00	EA		20B3211-23	EA	7,140.0000	7,140.00
			1.0		20 MJ BUTTERFLY VALVE L/ ACC	1.0		
6.00	0.00	6.00	EA		20MJ45D	EA	1,780.0000	10,680.00
			1.0		20 MJ 45 ELL L/ ACC DOMESTIC	1.0		
1.00	0.00	1.00	EA		20X15MJSSD	EA	1,555.0000	1,555.00
			1.0		20 X 15 MJ SOLID SLEEVE DOMESTIC	1.0		
1.00	0.00	1.00	EA		20MJTEED	EA	5,470.0000	5,470.00
			1.0		20 MJ TEE L/ ACC DOMESTIC	1.0		
1.00	0.00	1.00	EA		076186	EA	2,455.0000	2,455.00
			1.0		20"X 6" MJ HYDRANT TEE DOMESTIC	1.0		
1.00	0.00	1.00	EA		6A236123LN	EA	1,025.0000	1,025.00
			1.0		6" MUELLER MJ X MJ GATE VALVE 350PSI LESS ACC. OPEN LEFT	1.0		
1.00	0.00	1.00	EA		6X18HCD	EA	276.0000	276.00
			1.0		6 X 18 SWIVEL X SOLID HYD ADPT DOMESTIC	1.0		
1.00	0.00	1.00	EA		A42356YSTORZ	EA	4,300.0000	4,300.00
			1.0		423-525534 5 FT BURY 6 MJ SHOE L/ACC 5-1/4 MVO MUELLER FIRE HYDRANT 5IN STORZ CONNECTION 2 - 2-1/2 NST HOSE NOZZLES YELLOW OPEN LEFT	1.0		
2.00	0.00	2.00	EA		083061	EA	1,096.6700	2,193.34
			1.0		20" MJ PLUG DOMESTIC L/ACC	1.0		
2.00	0.00	2.00	EA		082231	EA	813.7500	1,627.50
			1.0		20" MJ CAP L/ACC DOMESTIC	1.0		
2.00	0.00	2.00	EA		70354-22VB3	EA	395.0000	790.00

QUOTATION



UTILITY SUPPLY COMPANY
8787 AMERICANA BLVD.
INDIANAPOLIS, IN 46268
US
317-876-7902

Order Number	
1584548	
Order Date	Page
02/26/2026 12:03:18	2 of 3

Quote Expires On: 03/08/2026

Quantities					Item ID	Pricing	Unit	Extended
Ordered	Allocated	Remaining	UOM	Unit Size	Item Description	UOM	Price	Price
				1.0	54" X 220' PERF VB3 POLYWRAP WHITE	1.0		
23.00	0.00	23.00	EA	1.0	20ML	EA	370.0000	8,510.00
				1.0	20 LUG STYLE RETAINER GLAND FOR DI PIPE #112000	1.0		
25.00	0.00	25.00	EA	1.0	054057	EA	31.5000	787.50
				1.0	20" MJ GASKET DOM	1.0		
350.00	0.00	350.00	EA	1.0	3/4X41/2BTB	EA	9.6800	3,388.00
				1.0	3/4" X 4-1/2" BLUE TEE BOLT AND NUT	1.0		
3.00	0.00	3.00	EA	1.0	053992	EA	8.6500	25.95
				1.0	6" MJ DOMESTIC GASKET	1.0		
18.00	0.00	18.00	EA	1.0	3/4X4BTB	EA	8.8500	159.30
				1.0	3/4 X 4 BLUE TEE BOLT AND NUT	1.0		
2.00	0.00	2.00	EA	1.0	T664SCI	EA	275.0000	550.00
				1.0	5 1/4 VALVE BOX WITH LID DOMESTIC 39-60	1.0		
Level:			1 EA		51/4CIWL	EA		
Qty Per Assembly:			1.00	1.0	5-1/4 CI WATER LID DOMESTIC			
Total Qty:			2.00					
Level:			2 EA		51/4X26CITS	EA		
Qty Per Assembly:			1.00	1.0	5-1/4 X 26 CI VALVE BOX TOP SEC 26T			
Total Qty:			2.00					
Level:			3 EA		DOMESTIC 51/4X36CIBS	EA		
Qty Per Assembly:			1.00	1.0	5-1/4 X 36 CI VALVE BOX BOTTOM SEC 36B			
Total Qty:			2.00					
					DOMESTIC			
1.00	0.00	1.00	EA	1.0	BOXLOK1	EA	30.5000	30.50
				1.0	CI VALVE BOX ALIGN DEVICE 10 -12 MUELLER	1.0		
1.00	0.00	1.00	EA	1.0	BOXLOK2	EA	30.0000	30.00
				1.0	CI VLV BOX ALIGN DEVICE FOR 3-8 MUELLER	1.0		
8.00	0.00	8.00	EA	1.0	172000Y	EA	965.0000	7,720.00
				1.0	20" BELL JT REST FOR NEW 20" DIP	1.0		
1.00	0.00	1.00	EA	1.0	1045B-EHS-500	EA	190.0000	190.00
				1.0	10 GA 45 MIL BLUE COPPER HEAD TRACE WIRE EXTRA HIGH STRENGTH	1.0		
5.00	0.00	5.00	EA	1.0	TWC	EA	10.0000	50.00
				1.0	KING INNOVATION TRACER WIRE CONNECTION 10/12 GAUGE WIRE	1.0		

QUOTATION



UTILITY SUPPLY COMPANY
8787 AMERICANA BLVD.
INDIANAPOLIS, IN 46268
US
317-876-7902

Order Number	
1584548	
Order Date	Page
02/26/2026 12:03:18	3 of 3

Quote Expires On: 03/08/2026

Quantities					Item ID	Pricing	Unit	Extended
Ordered	Allocated	Remaining	UOM	Disp.	Item Description	UOM	Price	Price
			Unit Size			Unit Size		
1.00	0.00	1.00	EA		WATER	EA	35.0000	35.00
			1.0		2" DETECTABLE MARKING TAPE FOR	1.0		
					WATER - 1000 FT			
1.00	0.00	1.00	EA		20FA-DB	EA	937.0000	937.00
			1.0		20 FOSTER ADAPTER DOMESTIC BLUE	1.0		
					HARDWARE			

Total Lines: 25

SUB-TOTAL: 102,993.51

TAX: 0.00

AMOUNT DUE: 102,993.51

U.S. Dollars

EXHIBIT B Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

			<u>Goods</u>	<u>Services</u>	
Person Providing Goods/Services	Date Goods/Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	Cost Per Item	Hourly Rate/Hours Worked	Total
		<i>GRAND TOTAL</i>			

Signature

Printed Name

EXHIBIT C

INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

Bodily Injury by Accident/Disease:	\$500,000 each employee
Bodily Injury by Accident/Disease:	\$500,000 each accident
Bodily Injury by Accident/Disease:	\$1,000,000 policy limit

Commercial General Liability (Occurrence Basis), Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products – Completed Operations:

General Aggregate Limit (other than Products/Completed Operations):	\$2,000,000
Products/Completed Operations:	\$1,000,000
Personal & Advertising Injury Limit:	\$500,000
Each Occurrence Limit:	\$1,000,000
Damage to Premises:	\$100,000 each occurrence
Fire Damage (any one fire):	\$250,000 each occurrence
Medical Expense Limit (any one person):	\$10,000

Auto Liability (owned, hired, and non-owned)

Bodily Single Limit:	\$1,000,000 each accident
Injury and Property Damage:	\$1,000,000 each accident
Policy Limit:	\$1,000,000

Umbrella/Excess Liability

Each Occurrence:	\$1,000,000
Aggregate:	\$1,000,000
Maximum Deductible:	\$10,000

City of Carmel
ONE CIVIC SQUARE
CARMEL, INDIANA 46032

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0
FEDERAL EXCISE TAX EXEMPT
35-6000972

PAGE 1
PURCHASE ORDER NUMBER
W10230
THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE.

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
4/1/2026			316200	

VENDOR UTILITY SUPPLY COMPANY Carmel Utilities
6310 SOUTH HARDING ST SHIP 30 W Main St
INDIANAPOLIS IN 46217 TO 2nd Floor
Carmel, IN 46032

CONFIRMATION	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1.00	Each	quote 1584548	102,993.51 01-6201-06	102,993.51

PLEASE INVOICE IN DUPLICATE Credit 0.00

Department	Account	Project	Project Account	AMOUNT
				102,993.51

PAYMENT

SHIPPING INSTRUCTIONS

- * SHIP PREPAID
- * C.O.D. SHIPMENTS CANNOT BE ACCEPTED
- * PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS
- * THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

- * A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFADAVIT ATTACHED.
- * I HEREBY CERTIFY THAT THERE IS AN OBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY LTy
TITLE Director
CLERK-TREASURER _____

DOCUMENT CONTROL NO. W10230

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES ("Agreement") is hereby entered into by and between the City of Carmel, Indiana, acting by and through its Board of Public Works and Safety ("City"), and P1 Mechanical, Inc. an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**
Vendor acknowledges that it has read and understands this Agreement, and agrees that its execution of same constitutes its acceptance of all of the Agreement's terms and conditions.
2. **PERFORMANCE:**
City agrees to purchase the goods and/or services (the "Goods and Services") from Vendor using City budget appropriation number 02-1050-22 fund. Vendor agrees to provide the Goods and Services and to otherwise perform the requirements of this Agreement by applying at all times the highest technical and industry standards.
3. **PRICE AND PAYMENT TERMS:**
 - 3.1 Vendor estimates that the total price for the Goods and Services to be provided to City hereunder shall be no more than One Hundred Eighteen Thousand Five Hundred Fifty Five Dollars (\$118,555.00) (the "Estimate"). Vendor shall submit an invoice to City no more than once every thirty (30) days detailing the Goods and Services provided to City within such time period. City shall pay Vendor for such Goods and Services within thirty-five (35) days after the date of City's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, are submitted on an invoice that contains the information contained on attached Exhibit B, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
 - 3.2 Vendor agrees not to provide any Goods and Services to City that would cause the total cost of the Goods and Services provided by Vendor to City hereunder to exceed the Estimate, unless City has previously agreed, in writing, to pay an amount in excess thereof. All payments and any late payments fees shall be pursuant to Indiana Prompt Payment Statute; Ind. Code 5-17-5 *et al.*
4. **WARRANTY:**
Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by City and/or by Vendor to and accepted by City, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of City's intended use and expressly warrants that the Goods and Services provided to City pursuant to this Agreement have been selected by Vendor based upon City's stated use and are fit and sufficient for their

particular purpose.

5. TIME AND PERFORMANCE:

This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.

6. DISCLOSURE AND WARNINGS:

If requested by City, Vendor shall promptly furnish to City, in such form and detail as City may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Vendor agrees to furnish to City sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.

7. LIENS:

Vendor shall not cause or permit the filing of any lien on any of City's property. In the event any such lien is filed and Vendor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, City shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense.

8. DEFAULT:

In the event Vendor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Vendor's warranties; (b) fails to provide the Goods and Services as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Goods and Services and does not correct such failure or breach within five (5) business days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of notice from City specifying such failure or breach; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, City shall have the right to (1) terminate all or any parts of this Agreement, without liability to Vendor; and (2) exercise all other rights and remedies available to City at law and/or in equity.

9. INSURANCE AND INDEMNIFICATION:

Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of City and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, contractors and subcontractors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than those amounts set forth in attached Exhibit C. Vendor shall cause its insurers to name City as an additional insured on all such insurance policies, shall promptly provide City, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled

without thirty (30) days prior notice to City. Vendor shall indemnify and hold harmless City from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods and Services pursuant to or under this Agreement or Vendor's use of City property.

Vendor further agrees to indemnify, defend and hold harmless City and its officers, officials, agents and employees from all claims and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, caused by any act or omission of Vendor and/or of any of Vendor's agents, officers, employees, contractors or subcontractors in the performance of this Agreement. These indemnification obligations shall survive the termination of this Agreement.

10. GOVERNMENT COMPLIANCE:

Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless City from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.

11. NONDISCRIMINATION:

Vendor represents and warrants that it and all of its officers, employees, agents, contractors and subcontractors shall comply with all laws of the United States, the State of Indiana and City prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

12. E-VERIFY:

Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Vendor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute the Affidavit attached herein as Exhibit D, affirming that it is enrolled and participating in the E-Verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Vendor shall provide the City with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Vendor subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify law, the City may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

13. NO IMPLIED WAIVER:

The failure of either party to require performance by the other of any provision of this Agreement

shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

14. NON-ASSIGNMENT:

Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without City's prior written consent.

15. RELATIONSHIP OF PARTIES:

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, contractors, subcontractors and agents are employees of City. The contract price set forth herein shall be the full and maximum compensation and monies required of City to be paid to Vendor under or pursuant to this Agreement.

16. GOVERNING LAW; LAWSUITS:

This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

17. SEVERABILITY:

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.

18. NOTICE:

Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

If to City:	City of Carmel Utilities Department 30 W Main Street, Suite 220 Carmel, Indiana 46032	AND	City of Carmel Office of Corporation Counsel One Civic Square Carmel, Indiana 46032
If to Vendor:	P1 Mechanical, Inc. 6947 N Hickory Lane Springport, Indiana 47386		

Notwithstanding the above, notice of termination under paragraph 19 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

19. TERMINATION:

19.1 Notwithstanding anything to the contrary contained in this Agreement, City may, upon notice to Vendor, immediately terminate this Agreement for cause, in the event of a default hereunder by Vendor and/or if sufficient funds are not appropriated or encumbered to pay for the Goods and Services to be provided hereunder. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount representing conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.2 City may terminate this Agreement at any time upon thirty (30) days prior notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount of conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.3 The City may terminate this Agreement pursuant to Paragraph 11 hereof, as appropriate.

20. REPRESENTATIONS AND WARRANTIES

The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

21. ADDITIONAL GOODS AND SERVICES:

Vendor understands and agrees that City may, from time to time, request Vendor to provide additional goods and services to City. When City desires additional goods and services from Vendor, the City shall notify Vendor of such additional goods and services desired, as well as the time frame in which same are to be provided. Only after City has approved Vendor's time and cost estimate for the provision of such additional goods and services, has encumbered sufficient monies to pay for same, and has authorized Vendor, in writing, to provide such additional goods and services, shall such goods and services be provided by Vendor to City. A copy of the City's authorization documents for the purchase of additional goods and services shall be numbered and attached hereto in the order in which they are approved by City.

22. TERM:

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date through the satisfactory completion of services and/or delivery and acceptance of goods contracted for herein.

23. HEADINGS:

All heading and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

24. BINDING EFFECT:

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal

representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

25. NO THIRD PARTY BENEFICIARIES:

This Agreement gives no rights or benefits to anyone other than City and Vendor.

26. DEBARMENT AND SUSPENSION:

26.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor.

26.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Vendor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

27. IRAN CERTIFICATION:

Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

28. ADVICE OF COUNSEL:

The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of this Agreement, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

29. ACCESS TO PUBLIC RECORDS ACT:

Vendor understands and agrees that any "public record", as the term is defined in Indiana Code 5-14-3-2(m), as amended, that is related to the subject matter of the Contract, whether the same is in the possession or control of Vendor or City, shall be subject to release under and pursuant to the provisions of Indiana's Access to Public Records Act, as codified in Indiana Code 5-14-3-1, *et seq.*, as amended.

30. SUSPENSION OF SERVICES:

A. Suspension due to security or integrity threats. Vendor agrees to provide at least twelve (12) hours notice to the City if any suspension of services or good deliveries will be necessary due to a threat to the technical security or technical integrity of the services or delivery systems.

B. Suspension due to payment dispute. If the Parties are having a billing or payment dispute, Vendor shall not suspend the services under the Agreements between the Parties until such disputes is

resolved or Agreements between the Parties are terminated.

31. DATA TRANSFER UPON TERMINATION:

Upon termination of the Agreement, and if Vendor possesses any City digital data or electronic content (collectively "Customer Data and Content"), Vendor shall not delete and shall allow the City to download and export all such Customer Data and Content held in the services by Vendor for ninety (90) days following termination.

32. LIMITATION ON USE OF CUSTOMER DATA AND CONTENT:

Vendor shall not use, disclose, sell, license, rent, or otherwise exploit Customer Data and Content for any commercial purposes, nor for any purpose beyond the scope of providing the services set forth in the Agreements between the Parties. All use of Customer Data and Content by Vendor must comply with all applicable federal, state, and local laws, rules, and regulations.

33. MARKETING:

Any Vendor press-releases announcing the partnership between the Parties, shall be coordinated with the City's marketing department.

34. DATA AND INFORMATION PROTECTION:

A. Definitions. Capitalized terms used in this Section shall have the meanings set forth, below:

"Authorized Persons" means (i) the Vendor's employees; and (ii) the Vendor's subcontractors and agents who have a need to know or otherwise access Personal Information to enable the Vendor to perform its obligations under this Addendum and the Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Addendum and the Agreement.

"Highly Sensitive Personal Information" means an (i) individual's government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (ii) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (iii) biometric, genetic, health, medical, or medical insurance data.

"Personal Information" means information provided to the Vendor by or at the direction of the City, information which is created or obtained by the Vendor on behalf of the City, or information to which access was provided to the Vendor by or at the direction of the City, in the course of the Vendor's performance under this Addendum and the Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers), in case of both subclauses (i) and (ii), including, without limitation, all Highly Sensitive Personal Information.

"Security Breach" means (i) any act or omission that compromises either the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by the Vendor or any Authorized Persons, or by the City should the Vendor have access to the City's systems, that relate to the protection of the security, confidentiality, or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy and data security practices of the Vendor or any Authorized Persons or a breach or alleged breach of this Addendum and/or Agreement relating to such privacy and data security practices. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Personal Information.

B. Standard of Care.

- i. Vendor acknowledges and agrees that, during the term of the Agreement, Vendor may create, receive, or have access to Personal Information. For any Personal Information, Vendor shall comply with this Section in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession by all Authorized Persons. Vendor shall be responsible for, and remain liable to, the City for the actions and omissions of all Authorized Persons concerning the treatment of Personal Information.
- ii. Personal Information is deemed to be Confidential Information of the City and is not Confidential Information of Vendor.
- iii. Vendor agrees and covenants that it shall:
 - a. Keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;
 - b. Not create, collect, receive, access, or use Personal Information in violation of law;
 - c. Use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Addendum and the Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Vendor's own purposes or for the benefit of anyone other than the City, in each case, without the City's prior written consent; and
 - d. Not directly or indirectly, disclose Personal Information to any person other than Authorized Persons, without the City's prior written consent.
- iv. Vendor shall implement and maintain a written information security program, including appropriate policies, procedures, and risk assessments.
- v. At a minimum, Vendor's safeguards for the protection of Personal Information shall include:
 - a. Limiting access of Personal Information to Authorized Persons;

- b. Securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability;
- c. Implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal;
- d. Implementing authentication and access controls within media, applications, operating systems, and equipment;
- e. Encrypting Highly Sensitive Personal Information stored on any media;
- f. Encrypting Highly Sensitive Personal Information transmitted over public or wireless networks;
- g. Strictly segregating Personal Information from information of Vendor or its other customers so that Personal Information is not commingled with any other types of information;
- h. Conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Vendor's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing;
- i. Implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and
- j. Providing appropriate privacy and information security training to Authorized Persons.

C. Security Breach.

If Security Breach occurs that affects Vendor's obligations to the City under the Agreements between the Parties, or Personal or Confidential Information, Vendor shall:

- i. Notify the City of a Security Breach as soon as practicable, but no later than forty-eight (48) hours after the Vendor becomes aware of it;
- ii. At its own expense, use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards. Vendor shall reimburse the City for all actual costs incurred by the City in responding to, and mitigating damages caused by any Security Breach, including all costs of notice and/or remediation;
- iii. Maintain and preserve all documents, records, and other data related to any Security Breach;
- iv. Fully cooperate, at its own expense, with the City in any litigation, investigation, or other action deemed necessary by the City to protect its rights relating to the use, disclosure, protection, and maintenance of Personal or Confidential Information.

- D. Cyber Liability Insurance. Vendor shall maintain cyber liability insurance coverage of not less than \$1,000,000 each claim and annual aggregate providing coverage for damages and claims expenses, including notification expenses, arising from (1) breach of network security, (2) alteration, corruption, destruction or deletion of information stored or processed on a computer system, (3) invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, (4) unauthorized access and use of computer systems, including hackers, (5) the transmission of malicious

code, and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy.

35. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Vendor and City with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

CITY OF CARMEL, INDIANA

P1 Mechanical, Inc.

by and through its Board of Public
Works and Safety

By:

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

By:

Authorized Signature

Angela Evans
Printed Name

President
Title

FID/TIN: 33-3541606

Date: 4/8/2026



Quote for: Carmel Wastewater Treatment	Contact: Blane Holland
Site Address: 9609 Hazel Dell Parkway, Carmel	
Phone Number: 317-565-5000	Email: bholland@abyoung.com
Job Description: Install the following on two existing boilers: -Burners* -Burner Plugs* -Gas Trains* * All equipment provided by AB Young and not included in this quote - Provide, fabricate, and install new 316 stainless steel welded pipe and fittings from new gas train to existing stainless steel pipe. This is nitrogen-purged x-ray weld pipe for methane gas per code. - Plug tubes as needed with owner provided plugs - Start-up and commissioning of new burners	
Total Quote:	\$ 118,555.00

EXCLUSIONS:

- TAX
- INSURANCE BEYOND NORMAL LIMITATIONS
- ALLOWANCES OF ANY KIND
- BONDS
- TEMPORARY HEATING OR COOLING
- TEMPORARY UTILITIES
- SITE UTILITIES
- FIRE STOPPING
- PAINTING OF ANY KIND
- ACCESS PANELS
- FIRE PROTECTION



- ENGINEERING OR DESIGN
- DUMPSTERS
- ARCHITECTURAL DEMO
- DEMO TO ALLOW ACCESS TO WORK
- ASBESTOS OR LEAD PAINT TESTING AND/OR ABATEMENT OF ANY KIND
- CEILING REMOVAL & REPLACEMENT
- WALL CUTTING AND PATCHING
- ROOF CUTTING AND PATCHING
- LINTELS, ROOF, AND WALL FRAMING
- FLOOR CUT AND PATCH (FLOOR LAYOUT INCLUDED IN PRICING)
- HOUSEKEEPING PADS
- SEISMIC RESTRAINTS AND CALCULATIONS
- RADAR IMAGING OF ANY KIND
- CLEANING OR TESTING OF EXISTING SYSTEM
- OVERTIME OR SHIFT WORK
- BIM OR CAD DRAWINGS
- RECONNECTION TO BAS SYSTEM

TERMS AND CONDITIONS

P1 Mechanical, Inc. agrees to complete the job description listed above at Carmel Wastewater Treatment Facility. This proposal has been estimated using industry standard practice based on historical data, manufacturer recommendations, and trade expertise. If existing conditions or materials uncovered during the performance of the work differ from industry standards, requiring additional labor or non-standard materials, additional charges may apply. If the Owner wishes P1 Mechanical, Inc. to complete additional work, it will be billed on a time and material basis.

This proposal is based on work within normal business hours: between the hours of 7am and 4pm unless otherwise stated in the quote.

Owner Signature

Date

*This quote is good for 30 days, at which point prices are subject to change.

EXHIBIT B Invoice

Date:

Name of Company:

Address & Zip:

Telephone No.:

Fax No.:

Project Name: _____

Invoice No. _____

Purchase Order No: _____

			<u>Goods</u>	<u>Services</u>	
Person Providing Goods/Services	Date Goods/Service Provided	Goods/Services Provided (Describe each good/service separately and in detail)	Cost Per Item	Hourly Rate/Hours Worked	Total
		<i>GRAND TOTAL</i>			

Signature

Printed Name

EXHIBIT C

INSURANCE COVERAGES

Worker's Compensation & Disability

Statutory Limits

Employer's Liability:

Bodily Injury by Accident/Disease:	\$500,000 each employee
Bodily Injury by Accident/Disease:	\$500,000 each accident
Bodily Injury by Accident/Disease:	\$1,000,000 policy limit

Commercial General Liability (Occurrence Basis), Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products – Completed Operations:

General Aggregate Limit (other than Products/Completed Operations):	\$2,000,000
Products/Completed Operations:	\$1,000,000
Personal & Advertising Injury Limit:	\$500,000
Each Occurrence Limit:	\$1,000,000
Damage to Premises:	\$100,000 each occurrence
Fire Damage (any one fire):	\$250,000 each occurrence
Medical Expense Limit (any one person):	\$10,000

Auto Liability (owned, hired, and non-owned)

Bodily Single Limit:	\$1,000,000 each accident
Injury and Property Damage:	\$1,000,000 each accident
Policy Limit:	\$1,000,000

Umbrella/Excess Liability

Each Occurrence:	\$1,000,000
Aggregate:	\$1,000,000
Maximum Deductible:	\$10,000

EXHIBIT D

AFFIDAVIT

Angela Evans, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by P1 Mechanical, Inc. (the "Employer")
in the position of President.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the City of Carmel, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 8th day of April, 2026.

Angela Evans
Printed: Angela Evans

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Angela Evans
Printed: Angela Evans

City of Carmel

ONE CIVIC SQUARE
CARMEL, INDIANA 46032

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 003120155 002 0
FEDERAL EXCISE TAX EXEMPT
35-6000972

PAGE 1

PURCHASE ORDER NUMBER

S03161

THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE.

FORM APPROVED BY STATE BOARD OF ACCOUNTS FOR CITY OF CARMEL - 1997

PURCHASE ORDER DATE	DATE REQUIRED	REQUISITION NO.	VENDOR NO.	DESCRIPTION
4/6/2026			379011	

VENDOR P1 MECHANICAL
6947 N HICKORY LANE
SPRINGPORT IN 47386

Carmel Utilities
SHIP 30 West Main St Ste 220
TO Carmel, IN 46032

CONFIRMATION	BLANKET	CONTRACT	PAYMENT TERMS	FREIGHT
QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENSION
1.00	Each	QUOTE 20260225-002	118,555.00	118,555.00
		DEPRN 02-1050-22		

PLEASE INVOICE IN DUPLICATE

Credit

0.00

Department	Account	Project	Project Account	AMOUNT
------------	---------	---------	-----------------	--------

PAYMENT

118,555.00

SHIPPING INSTRUCTIONS

- * SHIP PREPAID
- * C.O.D. SHIPMENTS CANNOT BE ACCEPTED
- * PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS
- * THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENT THERETO.

- * A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFADAVIT ATTACHED.
- * I HEREBY CERTIFY THAT THERE IS AN OBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY

TITLE

CLERK-TREASURER

DOCUMENT CONTROL NO. S03161

CARTER GREEN SPECIAL EVENT / FACILITY USE REQUEST FORM

Information

This has already been discussed with Streets and they have OK'd this being the last wedding of the year on the Patio before Diwali/ Christkindlmarkt set up

Request submission date: 04/02/2026

Department Review:

MAC: yes, 04/16/2026

ENG: **NO RESPONSE**

CPD: yes, 04/16/2026

CFD: yes 04/16/2026

STREETS: yes, 04/16/2026

PARKS: yes, 04/16/2026

1. CITY FACILITY REQUESTED:

Allied Solutions: We currently have a show held for Friday 10/2/26, which could interfere with guest flow, especially if we confirm and sell out the show. 04/13/2026

Mark all that apply

FACILITY *

- ☐ CARTER GREEN (area between Center for the Performing Arts & James Building)
- ☒ ALLIED SOLUTIONS CENTER FOR THE PERFORMING ARTS EAST PATIO (on the Campus of the Center for the Performing Arts)

2. EVENT DETAILS:

Event Purpose & Description:

Provide a brief description of event

wedding ceremony

Attach additional pages if needed-SEE BELOW

Event Date Start *

10/2/2026

Event Date End *

10/2/2026

If multiple dates, please list

Set-Up time *

2:00:00 PM

Tear Down End time *

7:00:00 PM

Event Start time: *

5:30:00 PM

Event End time: *

6:00:00 PM

Rehearsal *

☐ No ☒ Yes

Rehearsal Date:

10/1/2026

Rehearsal Start Time:

4:30:00 PM

Rehearsal End Time:

5:00:00 PM

Number of People Expected: *

10

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☐ YES ☒ NO

3. STREET(S) REQUESTED:

**Neighborhood
Name/Streets to be
closed**

1 Carmichael Square
Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Type of Closure:

- ☐ Rolling closure
☐ Total closure
☐ Lane restrictions - explain below
☐ Other - explain below
☐ N/A

Explain lane restrictions needed and other needed below:

**Further Info for type
of closure**

4. SPECIAL REQUESTS:

Mark all that apply

REQUESTS:

- ☒ ELECTRICITY
☐ JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply
☐ N/A
☐ Other

5. CITY SERVICES NEEDED:

Mark all that apply

**CITY SERVICES
NEEDED:**

- ☐ Cones/Barricades (signed agreement required)
☐ Detour/Traffic Redirection Signs (signed agreement required)
☐ Emergency Medical Services (EMS) (Extra fees may apply)
☐ Extra Patrol During Event (when available)
☐ Traffic Control (Extra fees may apply)
☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
☐ No Parking Signs (Pick up at Carmel Police Department)
☐ Trash Trailer (\$150 fee may be applied for use)
☒ N/A
☐ Other

EVENT SET UP:

Mark all that apply

- ☐ Stage

Size of Stage

- ☐ Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

- ☐ Bounce House

- ☐ N/A

- ☒ Other Ceremony Chairs

Hotel Carmichael

Name of Merchants(s) doing the setup



3176889612

Phone Number of Merchant(s) doing set up:

VENDORS:

Mark all that apply

Vendors

- ☐ VENDORS PRESENT
- ☐ FOOD SERVED (May be subject to Hamilton County Health Department inspection.)
- ☐ ALCOHOL SERVED - Please see Section R under "General Terms and Conditions" in the Public Use Policy.
- ☒ N/A

6. CONTACT INFORMATION:



Contact Person Sarah Salinas

Email ssalinas@hotelcarmichael.com

Phone Number: 3176889612

Cell Number:

Name/Organization: Hotel Carmichael

Address

Street Address

1 Carmichael Square

Address Line 2

City

Carmel

Postal / Zip Code

46032

State / Province / Region

Indiana

Country

United States

Organization Type: * For-Profit Organization

Residency

Is the Organization based within the City of Carmel city limits?

☒ Yes

☐ No

SECURITY DEPOSIT AND FEE:

A refundable Security Deposit in the amount of \$100 for any applicant located or residing **within** Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing **outside** of Carmel city limits must be received prior to application review or processing.

Payment may be made online using a credit or debit card at <https://www.govpaynow.com> . PLC #A0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

DISCLAIMER:

The Carmel Board of Public Works and Safety reserves the right, in its sole discretion, to deny any facility use request and/or revoke any previously granted request to use a City facility for any lawful reason.

Acknowledgement and Agreement

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH SPECIAL EVENT/FACILITY USE POLICY

I have read and understand the City of Carmel, Indiana ("City") [Special Event/Facility Use Policy](#) and agree to be bound by all the terms and conditions set forth therein.

I will leave the City facility I use in the same condition that it was immediately prior to my use thereof. I agree to pay for any damage, repair or clean-up costs incurred by the City as a result of my use of a City facility.

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Age Confirmation * ☒ **I confirm that I am 18 years of age or older.**

Special Event/Facility Use Policy * ☒ **By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Special Event/Facility Use Policy and agree to be bound by all the terms and conditions set forth therein.**

Sarah Salinas Hotel Carmichae
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Sarah Salinas - Catering sales Manager
Printed Name and Title (If applicable)

*

3176889612
Phone Number (Required)

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____

Address of Organization/Applicant

Date

GO TO THE CITY OF CARMEL USE ONLY TAB AND CLICK ON SUBMIT

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety



SPECIAL EVENT / FACILITY USE REQUEST

MONON/MAIN LLC
OK - No vendors on water fountain
on plaza

Request submission date: 04/06/2026

Department Review:
MAC: yes, 04/16/2026
ENG: **NO RESPONSE**
CPD: yes, 04/16/2026

yes 04/16/2026
CFD:
STREETS: yes, 04/16/2026
PARKS: yes, 04/16/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

- ☐ Civic Square Fountain Area
☐ Monon & Main Plaza
☐ Reflecting Pool
☐ Civic Square Gazebo / Lawn
☐ Midtown Plaza
☒ Other
Anthony's Plaza

◦ Please click [here](#) to request [the Carter Green or East Patio](#).

2. EVENT DETAILS

Event Purpose & Description: *

Provide a brief description of event

Americana on Main is a four-week community celebration held on Wednesday evenings from June 11th – July 2nd. The event aims to boost foot traffic, foster local business participation, and create a nostalgic, summer-inspired atmosphere for the community.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

6/11/2026

Event Date End *

7/2/2026

If multiple dates, please list

June 11, June 18, June 25, July 2

Set-Up time: *

12:00:00 PM

Tear Down time: *

7:00:00 PM
End Time

Event Start time: *

4:00:00 PM

Event End time: *

7:00:00 PM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

100

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☐ Yes ☒ No

2. STREET(S) REQUESTED:

Neighborhood Name/Streets to be closed

July 2, we will need a closure on Monon Blvd. between Main Street and 1st St. SW.
No other closures needed for the June dates.
Include addresses as appropriate

Upload Map

An easy to read, color map of the area is required with submission.

Americana Map.pdf

1.93MB

Type of Closure:

- ☐ Rolling closure
- ☒ Total closure
- ☐ Lane restrictions - explain below
- ☐ Other - explain below
- ☐ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

Total closure on July 2 for up to 10 vendor booths

3. SPECIAL REQUESTS:

Requests:

- ☒ Electricity
- ☐ Fountain Restroom - Fountain/Gazebo
- ☐ Reflecting Pool Restrooms
- ☐ N/A
- ☐ Other

4. CITY SERVICES NEEDED: Mark all that apply

City Services Needed

- ☐ Cones/Barricades (signed agreement required)
- ☐ Detour/Traffic Redirection Signs (signed agreement required)
- ☐ Emergency Medical Services (EMS) (Extra fees may apply)
- ☐ Extra Patrol During Event (when available)
- ☐ Traffic Control (Extra fees may apply)
- ☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
- ☒ No Parking Signs (Pick up at Carmel Police Department)
- ☐ Trash Trailer (\$150 fee may be applied for use)
- ☐ N/A
- ☐ Other

No Parking Signs *

Please note the number of NO PARKING SIGNS needed

10

5. EVENT SET UP:

- ☐ Stage

Size of Stage

- ☐ Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

- ☐ Bounce House
- ☒ N/A
- ☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

- ☒ Vendors Present
- ☒ Food Served (May be subject to Hamilton County Health Department Inspection)
- ☒ Alcohol Served (Please see Section R under "General Terms and Conditions" in the Special Event/Facility Use Policy)
- ☐ N/A

Vendors Present*

Approximately how many vendors will be present?

10

7. CONTACT INFORMATION:**Contact Person***

Tierra Bush

Email*

tbush@carmel.in.gov

Phone Number:*

3176182799

Cell Number:**Name/Organization:**

City of Carmel

Address

Street Address

Address Line 2

City

State / Province / Region

Postal / Zip Code

Country

Organization Type:*

Non-Profit Organization

Residency

Is the Organization based within the City of Carmel city limits?

☒ Yes☐ No**SECURITY DEPOSIT AND FEE:**

A refundable Security Deposit in the amount of \$100 for any applicant located or residing **within** Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing **outside** of Carmel city limits must be received prior to application review or processing.

Payment may be made online using a credit or debit card at <https://www.govpaynow.com> . PLC #a0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

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Age Confirmation * ☒ I confirm that I am 18 years of age or older.

Special Event/Facility Use Policy * ☒ By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Special Event/Facility Use Policy and agree to be bound by all the terms and conditions set forth therein.

City of Carmel
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Tierra Bush
Printed Name and Title (If applicable)

*

3176182799
Phone Number (Required)

1 Civic Square
Carmel, IN 46032
Address of Organization/Applicant

4/6/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____



Red outline for June 11, 18, 25

Green outline for July 2 Only

CARTER GREEN SPECIAL EVENT / FACILITY USE REQUEST FORM

Information

We have approx 20 race team haulers (53' long) that need to Park somewhere, unload and load back up , and Kelly Douglas said to request closing 3rd street. - Scott Duncan

Request submission date: 04/19/2026

Department Review:

MAC: yes 04/20/2026

ENG: yes 04/23/2026

CPD: yes 04/20/2026

CFD: yes 04/20/2026

STREETS: yes 04/23/2026

PARKS: yes 04/23/2026

1. CITY FACILITY REQUESTED:

Allied Solutions: yes 04/20/2026

Mark all that apply

FACILITY *

☒ **CARTER GREEN (area between Center for the Performing Arts & James Building)**

☒ **ALLIED SOLUTIONS CENTER FOR THE PERFORMING ARTS EAST PATIO (on the Campus of the Center for the Performing Arts)**

2. EVENT DETAILS:

Event Purpose & Description:

Provide a brief description of event

Display of race cars, drivers, and haulers from Racing America racing series including SVRA, Formula, and Trans Am

Attach additional pages if needed-SEE BELOW

Event Date Start *

6/16/2026

Event Date End *

6/16/2026

If multiple dates, please list

Set-Up time *

12:00:00 PM

Tear Down End time *

9:00:00 PM

Event Start time: *

5:00:00 PM

Event End time: *

7:00:00 PM

Rehearsal *

☒ No ☐ Yes

Number of People Expected: *

800

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☐ YES ☒ NO

3. STREET(S) REQUESTED:

Neighborhood Name/Streets to be closed

3rd Ave

Include addresses as appropriate

UPLOAD MAP

An easy to read, color map of the area is required with submission.

Carters Green Map.jpg

282.19KB

- Type of Closure:**
- ☐ Rolling closure
 - ☒ Total closure
 - ☐ Lane restrictions - explain below
 - ☐ Other - explain below
 - ☐ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure

4. SPECIAL REQUESTS:

Mark all that apply

- REQUESTS:**
- ☐ ELECTRICITY
 - ☒ JAMES BUILDING RESTROOMS (CARTER GREEN) *Extra fees apply
 - ☐ N/A
 - ☐ Other

5. CITY SERVICES NEEDED:

Mark all that apply

- CITY SERVICES NEEDED:**
- ☒ Cones/Barricades (signed agreement required)
 - ☒ Detour/Traffic Redirection Signs (signed agreement required)
 - ☐ Emergency Medical Services (EMS) (Extra fees may apply)
 - ☐ Extra Patrol During Event (when available)
 - ☐ Traffic Control (Extra fees may apply)
 - ☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
 - ☐ No Parking Signs (Pick up at Carmel Police Department)
 - ☐ Trash Trailer (\$150 fee may be applied for use)
 - ☐ N/A
 - ☐ Other

EVENT SET UP:

Mark all that apply

- ☐ Stage

Size of Stage

- ☒ Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

10x10 popups

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

- ☐ Bounce House
- ☐ N/A
- ☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

VENDORS:

Mark all that apply

Vendors

- ☐ **VENDORS PRESENT**
- ☐ **FOOD SERVED** (May be subject to Hamilton County Health Department inspection.)
- ☐ **ALCOHOL SERVED** - Please see Section R under “General Terms and Conditions” in the Public Use Policy.
- ☒ **N/A**

6. CONTACT INFORMATION:

Contact Person Mysti Richter

Email mrichter@racingamerica.com

Phone Number: 7022367698

Cell Number: 7022367698

Name/Organization: Racing America

Address

Street Address	
1 Penn Plaza	
Address Line 2	
Suite 4420	
City	State / Province / Region
New York	NY
Postal / Zip Code	Country
10119	United States

Organization Type: * For-Profit Organization

Residency Is the Organization based within the City of Carmel city limits?

☐ **Yes**

☒ **No**

SECURITY DEPOSIT AND FEE:

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Racing America
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Mysti Richter
Printed Name and Title (If applicable)

*

7022367698
Phone Number (Required)

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____

1 Penn Plaza
Suite 4420
New York NY 10119
Address of Organization/Applicant

4/19/2026
Date

GO TO THE CITY OF CARMEL USE ONLY TAB AND CLICK ON SUBMIT

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety





SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 04/02/2026
Department Review: yes, 04/16/2026
MAC: **NO RESPONSE**
ENG: yes, 04/16/2026
CFD: yes 04/16/2026
STREETS: yes, 04/16/2026
PARKS: yes, 04/16/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

- ☐ Civic Square Fountain Area
☐ Monon & Main Plaza
☐ Reflecting Pool
☒ Civic Square Gazebo / Lawn
☐ Midtown Plaza
☐ Other

◦ Please click [here](#) to request [the Carter Green or East Patio](#).

2. EVENT DETAILS

Event Purpose & Description: *

Provide a brief description of event
International Yoga day
Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

6/21/2026

Event Date End *

6/21/2026

If multiple dates, please list

Set-Up time: *

7:00:00 AM

Tear Down time: *

12:00:00 PM
End Time

Event Start time: *

10:00:00 AM

Event End time: *

12:00:00 PM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

50

Fees?

Will a Fee be charged for this event? If yes, please describe below.
☐ Yes ☒ No

2. STREET(S) REQUESTED:

Neighborhood Name/Streets to be closed

Include addresses as appropriate

Upload Map

An easy to read, color map of the area is required with submission.

Type of Closure:

- ☐ Rolling closure
☐ Total closure
☐ Lane restrictions - explain below
☐ Other - explain below
☐ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure**3. SPECIAL REQUESTS:****Requests:**

- ☐ Electricity
☐ Fountain Restroom - Fountain/Gazebo
☐ Reflecting Pool Restrooms
☐ N/A
☐ Other

4. CITY SERVICES NEEDED: Mark all that apply**City Services Needed**

- ☐ Cones/Barricades (signed agreement required)
☐ Detour/Traffic Redirection Signs (signed agreement required)
☐ Emergency Medical Services (EMS) (Extra fees may apply)
☐ Extra Patrol During Event (when available)
☐ Traffic Control (Extra fees may apply)
☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
☐ No Parking Signs (Pick up at Carmel Police Department)
☐ Trash Trailer (\$150 fee may be applied for use)
☐ N/A
☐ Other

5. EVENT SET UP:

- ☐ Stage

Size of Stage

- ☐ Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

- ☐ Bounce House
☐ N/A
☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

- ☐ Vendors Present
- ☐ Food Served (May be subject to Hamilton County Health Department Inspection)
- ☐ Alcohol Served (Please see Section R under "General Terms and Conditions" in the Special Event/Facility Use Policy)
- ☐ N/A

7. CONTACT INFORMATION:

Contact Person * Parool Patel

Email * paroolpatel21@yahoo.com

Phone Number: * 3178090794

Cell Number: 3178090794

Name/Organization: Namaste Carmel

Address
Street Address
14486 Dublin Dr
Address Line 2

City	State / Province / Region
Carmel	IN
Postal / Zip Code	Country
46033	United States

Organization Type: * Non-Profit Organization

Residency Is the Organization based within the City of Carmel city limits?

☐ Yes

☐ No

SECURITY DEPOSIT AND FEE:

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Parool Patel
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

PAROOL PATEL
Printed Name and Title (If applicable)

*

3178090794
Phone Number (Required)

14486 Dublin dr.
Carmel IN46033
Address of Organization/Applicant

4/2/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____



SPECIAL EVENT / FACILITY USE REQUEST

Parks Application: Approved

Request submission date: 03/31/2026

Department Review:

MAC: yes, 04/16/2026

CFD: yes 04/16/2026

ENG: **NO RESPONSE**

STREETS: yes, 04/16/2026

CPD: yes, 04/16/2026

PARKS: yes, 04/16/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Civic Square Gazebo / Lawn

☐ Monon & Main Plaza

☒ Midtown Plaza

☐ Reflecting Pool

☐ Other

◦ Please click [here](#) to request [the Carter Green or East Patio](#).

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

Carmel Runners Club is a local non-profit group encouraging fitness in the Carmel community. We host an annual run and walk from Midtown Plaza in the summer to kick off training for local fall races. This event is free and open to the public.

As with previous years we'd like to use the green space to set up our tents and provide snacks and coffee to runners. This would be on Saturday, 7/18, from 7:00am to 11:00am.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

7/18/2026

Event Date End *

7/18/2026

If multiple dates, please list

Set-Up time: *

7:00:00 AM

Tear Down time: *

11:00:00 AM

End Time

Event Start

time: *

8:00:00 AM

Event End time: *

10:00:00 AM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

80

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☐ Yes ☒ No

2. STREET(S) REQUESTED:

Neighborhood

2917 Saddlehorn Dr

Name/Streets to be closed

Include addresses as appropriate

Upload Map

An easy to read, color map of the area is required with submission.

Type of Closure:

- ☐ Rolling closure
- ☐ Total closure
- ☐ Lane restrictions - explain below
- ☐ Other - explain below
- ☒ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure**3. SPECIAL REQUESTS:****Requests:**

- ☐ Electricity
- ☐ Fountain Restroom - Fountain/Gazebo
- ☐ Reflecting Pool Restrooms
- ☒ N/A
- ☐ Other

4. CITY SERVICES NEEDED: Mark all that apply**City Services Needed**

- ☐ Cones/Barricades (signed agreement required)
- ☐ Detour/Traffic Redirection Signs (signed agreement required)
- ☐ Emergency Medical Services (EMS) (Extra fees may apply)
- ☐ Extra Patrol During Event (when available)
- ☐ Traffic Control (Extra fees may apply)
- ☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
- ☐ No Parking Signs (Pick up at Carmel Police Department)
- ☐ Trash Trailer (\$150 fee may be applied for use)
- ☒ N/A
- ☐ Other

5. EVENT SET UP:

- ☐ Stage

Size of Stage

- ☒ Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

10x10

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

- ☐ Bounce House
- ☐ N/A
- ☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

- ☐ Vendors Present
- ☐ Food Served (May be subject to Hamilton County Health Department Inspection)
- ☐ Alcohol Served (Please see Section R under "General Terms and Conditions" in the Special Event/Facility Use Policy)
- ☒ N/A

7. CONTACT INFORMATION:**Contact Person ***

Gabby Behr

Email *

gabbytbehr@gmail.com

Phone Number: *

5743606427

Cell Number:**Name/Organization:**

Carmel Runners Club

Address

Street Address

2917 Saddlehorn Dr

Address Line 2

City

Carmel

Postal / Zip Code

46033

State / Province / Region

IN

Country

United States

Organization Type: *

Non-Profit Organization

Residency

Is the Organization based within the City of Carmel city limits?

☒ Yes☐ No**SECURITY DEPOSIT AND FEE:**

A refundable Security Deposit in the amount of \$100 for any applicant located or residing **within** Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing **outside** of Carmel city limits **must** be received prior to application review or processing.

Payment may be made online using a credit or debit card at <https://www.govpaynow.com> . PLC #a0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

DISCLAIMER:

The Carmel Board of Public Works and Safety reserves the right, in its sole discretion, to deny any facility use request and/or revoke any previously granted request to use a City facility for any lawful reason.

Acknowledgement and Agreement

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH SPECIAL EVENT/FACILITY USE POLICY

I have read and understand the City of Carmel, Indiana ("City") [Special Event/Facility Use Policy](#) and agree to be bound by all the terms and conditions set forth therein.

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Age Confirmation * ☒ I confirm that I am 18 years of age or older.

Special Event/Facility Use Policy * ☒ By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Special Event/Facility Use Policy and agree to be bound by all the terms and conditions set forth therein.

Carmel Runners Club/Gabby Behr
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Gabby Behr
Printed Name and Title (If applicable)

*

5743606427
Phone Number (Required)

Address of Organization/Applicant

3/31/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

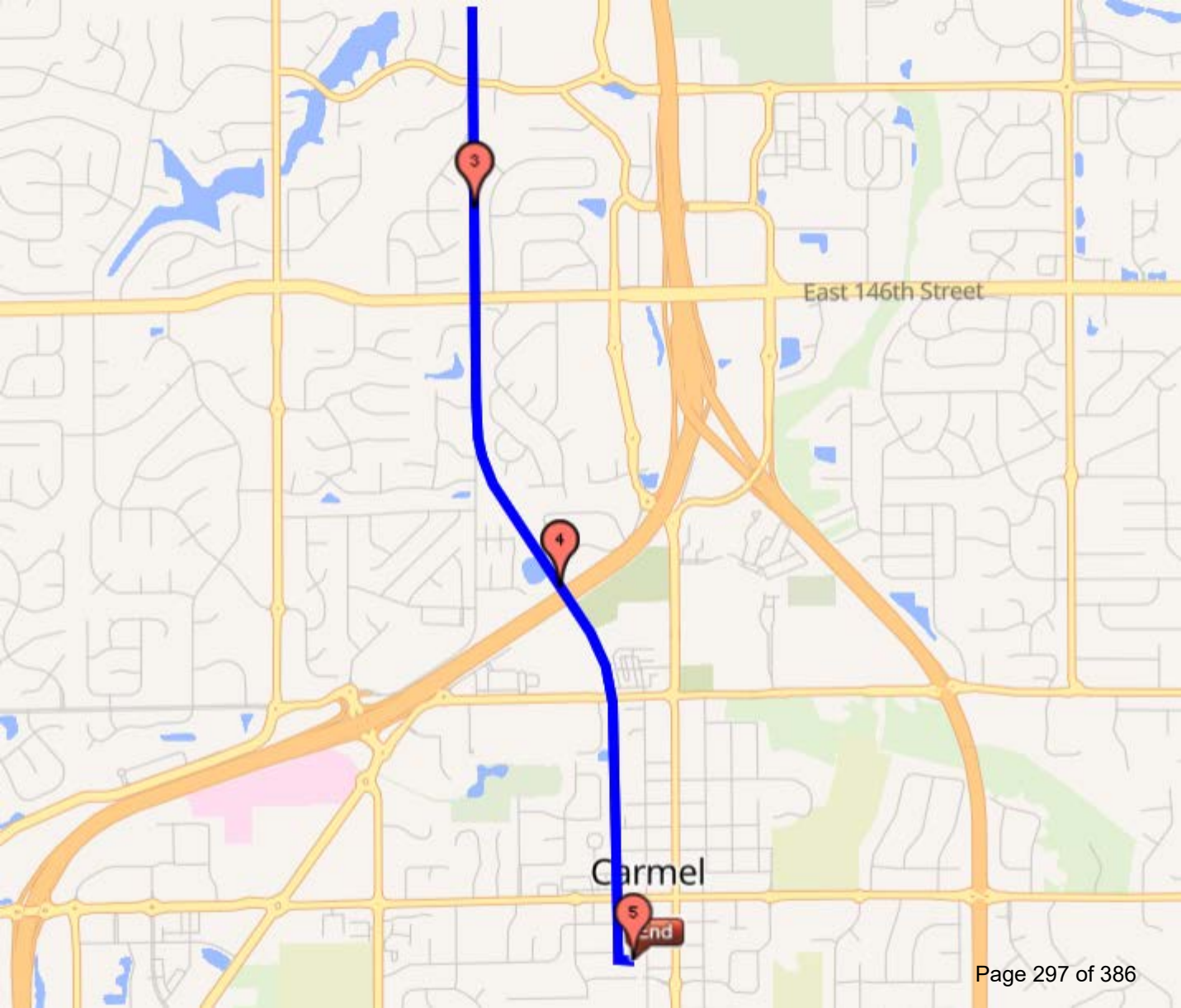
Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____





SPECIAL EVENT / FACILITY USE REQUEST

*APPLYING FOR AMENDMENT FOR A
BACKUP RAIN DATE FOR APPROVED
EVENT Vaisakhi Festival
*Add to o e eeded

Request submission date: 04/13/2026
Department Review: MAC: yes
04/14/2026
ENG: **NO RESPONSE**
CPD: Additional Services
04/16/2026
CFD: yes 04/16/2026
STREETS: yes 04/16/2026
PARKS: yes 04/16/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

- ☐ Civic Square Fountain Area
☐ Monon & Main Plaza
☐ Reflecting Pool
☒ Civic Square Gazebo / Lawn
☐ Midtown Plaza
☐ Other

◦ Please click [here](#) to request [the Carter Green or East Patio](#).

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

Vaisakhi in carmel

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☐ Yes ☒ No

Event Date Start *

5/17/2026

Per the City of Carmel Special Event/Facility Use Policy, requests must be received at least 60 days prior to the event.

Event Date End *

5/17/2026

If multiple dates, please list

Incase of rain want may 17 th to be blocked

Set-Up time: *

9:00:00 AM

Tear Down time: *

6:00:00 PM

End Time

Event Start

time: *

11:00:00 AM

Event End time: *

5:00:00 PM

Rehearsal

☐ No ☐ Yes

Rehearsal Date:

Rehearsal Start:

Rehearsal Start Time:

Rehearsal End:

Rehearsal End Time:

Number of People Expected: *

1,000

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☐ Yes ☐ No

2. STREET(S) REQUESTED:



**Neighborhood
Name/Streets to be
closed**

Include addresses as appropriate

Upload Map

An easy to read, color map of the area is required with submission.

Type of Closure:

- ☐ Rolling closure
☐ Total closure
☐ Lane restrictions - explain below
☐ Other - explain below
☐ N/A

Explain lane restrictions needed and other needed below:

**Further Info for type
of closure**

3. SPECIAL REQUESTS:



Requests:

- ☐ Electricity
☐ Fountain Restroom - Fountain/Gazebo
☐ Reflecting Pool Restrooms
☐ N/A
☐ Other

4. CITY SERVICES NEEDED: Mark all that apply



City Services Needed

- ☐ Cones/Barricades (signed agreement required)
☐ Detour/Traffic Redirection Signs (signed agreement required)
☐ Emergency Medical Services (EMS) (Extra fees may apply)
☐ Extra Patrol During Event (when available)
☐ Traffic Control (Extra fees may apply)
☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
☐ No Parking Signs (Pick up at Carmel Police Department)
☐ Trash Trailer (\$150 fee may be applied for use)
☐ N/A
☐ Other

5. EVENT SET UP:



- ☐ Stage

Size of Stage

- ☐ Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

- ☐ Bounce House
☐ N/A
☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:



Vendors

- ☐ Vendors Present
- ☐ Food Served (May be subject to Hamilton County Health Department Inspection)
- ☐ Alcohol Served (Please see Section R under "General Terms and Conditions" in the Special Event/Facility Use Policy)
- ☐ N/A

7. CONTACT INFORMATION:



Contact Person *

Asawari kaur

Email *

aikaur.us@gmail.com

Phone Number: *

7658000013

Cell Number:

Name/Organization:

Address

Street Address

Address Line 2

City

State / Province / Region

Postal / Zip Code

Country

Organization Type: *

Non-Profit Organization

Residency

Is the Organization based within the City of Carmel city limits?

☐ Yes

☐ No

SECURITY DEPOSIT AND FEE:



A refundable **Security Deposit in the amount of \$100** for *any applicant located or residing **within** Carmel city limits* or a **non-refundable event fee in the amount of \$150** for *any applicant located or residing **outside** of Carmel city limits* **must be received prior to application review or processing.**

Payment may be made online using a credit or debit card at <https://www.govpaynow.com> . PLC #a0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

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Acknowledgement and Agreement

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH SPECIAL EVENT/FACILITY USE POLICY

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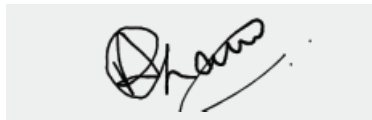
I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Special Event/Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

Age Confirmation * ☒ I confirm that I am 18 years of age or older.

Special Event/Facility Use Policy * ☒ By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Special Event/Facility Use Policy and agree to be bound by all the terms and conditions set forth therein.

Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Printed Name and Title (If applicable)

*

765-800-0013

Phone Number (Required)

Address of Organization/Applicant

Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

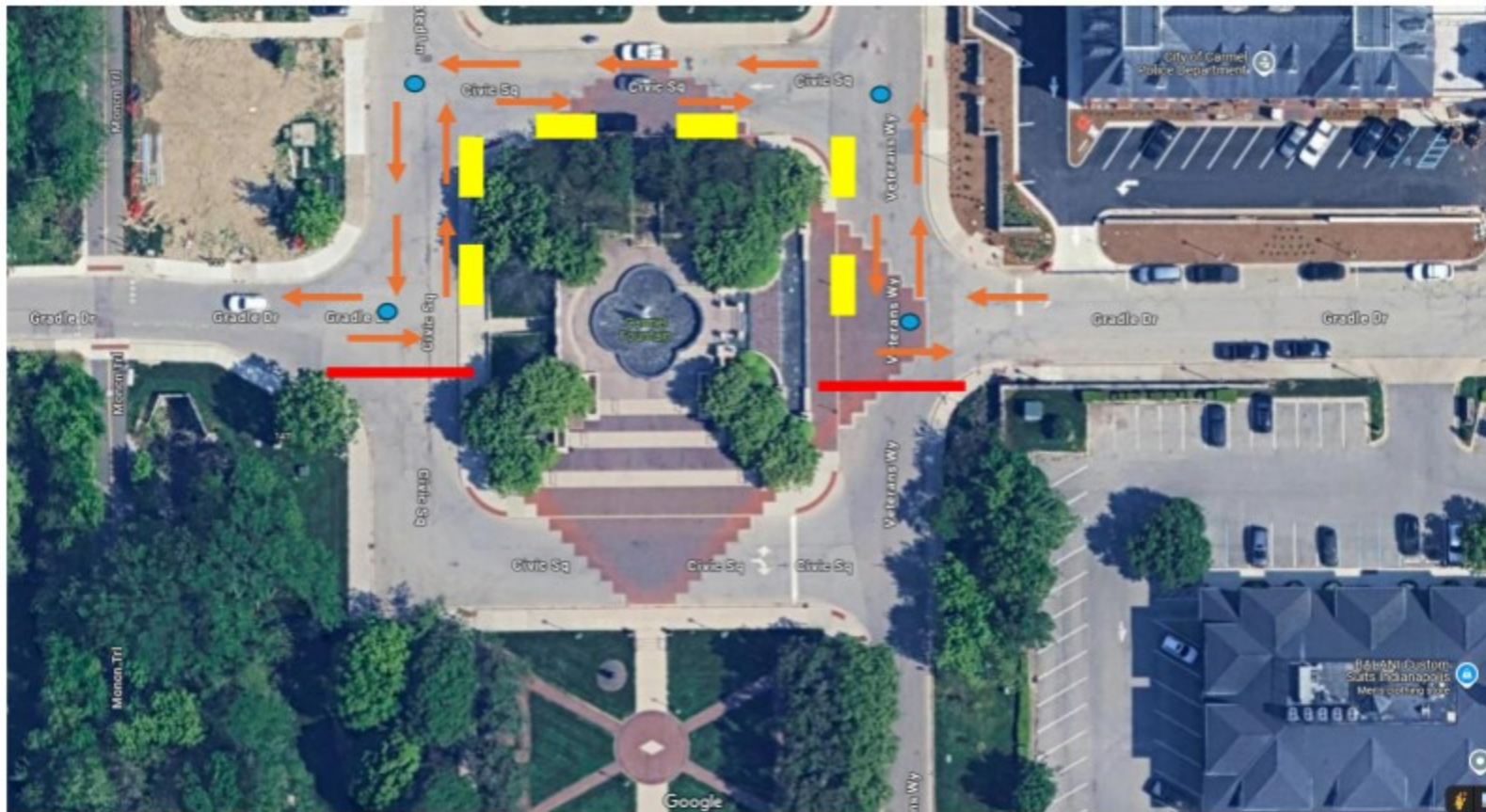
Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____



- Close down traffic to protect south end of the fountain and close at northwest corner of City Hall parking lot. Eliminates vehicle traffic surrounding gazebo events. Closure could begin as vehicles/barriers then mature to MVB barriers when they arrive.
- Allow two way traffic (temporary signage needed and/or four-way stop) around east, north, and west sides of fountain.
- Handicap parking around inside of fountain (Approximately 12-15 available spots).



SPECIAL EVENT / FACILITY USE REQUEST

Information

Additional Maps/Emails included.
Pedcor has been notified

Request submission date: 04/01/2026

Department Review:

MAC: yes 04/14/2026

ENG: **NO RESPONSE**

CPD: yes 04/17/2026

CFD: yes 04/17/2026

STREETS: yes, 04/17/2026

PARKS: yes, 04/17/2026

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Monon & Main Plaza

☐ Reflecting Pool

☐ Civic Square Gazebo / Lawn

☐ Midtown Plaza

☒ Other

- Please click [here](#) to request [the Carter Green or East Patio](#).

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

Event Overview:

The Inaugural VQ Labs & Freewheelin' Community Ride is a community-focused charity cycling event on Saturday, August 15, 2026. The event serves as a fundraiser and awareness campaign for Freewheelin' Community Bikes, an organization dedicated to youth development through cycling.

Logistics & Staging:

Date & Time: Saturday, August 15, 2026. Staging and pre-ride activities begin at 7:00 AM, with riders rolling out at 8:00 AM. The event will conclude by approximately 2pm.

Staging Area: The primary Start/Finish line and staging area will be located near the Carmel City Center, hosting registration, pre-ride coffee, and mechanic support. Specifically at VQ Labs - 800 South Rangeline Road Suite 135.

Route Structure: The event utilizes a multi-tiered route system to safely accommodate different skill levels while managing crowd flow:

100K (Metric Century) & 25-Mile Routes: Utilizing local roadways (specific route is subject to change but this is what we did last August as an "open house" ride for VQ Labs - <https://www.strava.com/routes/3390332835611241222>)

10-Mile Family Loop: A safe, low-speed route designed for youth and families, heavily utilizing the Monon Trail and multi-use paths.

Safety & Support Plan:

Safety is our top priority. The event will be fully supported with stationary SAG (Support and Gear) stops, roving youth and staff mechanics from Freewheelin' Community Bikes, and volunteer course marshals at key intersections. We look forward to collaborating with the City of Carmel and local law enforcement to secure necessary permits, determine safe road/trail usage, and ensure a seamless, safe experience for both participants and the Carmel community. Expected attendance is 200-300 participants. We would like to also inquire about a police escort at the start of the event.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☐ Yes ☒ No

Event Date Start *

8/15/2026

Event Date End *

8/15/2026

**If multiple dates,
please list****Set-Up time: ***

6:00:00 AM

Tear Down time: *

2:00:00 PM

End Time

**Event Start
time: ***

8:00:00 AM

Event End time: *

2:00:00 PM

Rehearsal☒ No ☐ Yes**Number of People
Expected: ***

250

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☒ Yes ☐ No**Fees (cont'd)**

Purpose of fee

\$100 - cover fees of the event and donation to FreeWheeling Community Bikes

2. STREET(S) REQUESTED:**Neighborhood
Name/Streets to be
closed**

Event Start @ 800 South Rangeline Road Suite 135. Likely needing a rolling closure with police escort out of the city of Carmel. This would be a "neutral" start and the faster pace wouldn't begin until out of Carmel City Limits. Ride finish would also take place out of Carmel City limits as to not have people racing back into the actual final location.

Include addresses as appropriate

Upload Map

An easy to read, color map of the area is required with submission.

VQ Ride Start Map.png

1.49MB

Type of Closure:

- ☒ Rolling closure
☐ Total closure
☐ Lane restrictions - explain below
☐ Other - explain below
☐ N/A

Explain lane restrictions needed and other needed below:

**Further Info for type
of closure**

See above in "Neighborhood Name/Streets to be closed"

3. SPECIAL REQUESTS:**Requests:**

- ☐ Electricity
☐ Fountain Restroom - Fountain/Gazebo
☐ Reflecting Pool Restrooms
☒ N/A
☐ Other

4. CITY SERVICES NEEDED: Mark all that apply

- City Services Needed**
- ☒ Cones/Barricades (signed agreement required)
 - ☐ Detour/Traffic Redirection Signs (signed agreement required)
 - ☐ Emergency Medical Services (EMS) (Extra fees may apply)
 - ☐ Extra Patrol During Event (when available)
 - ☒ Traffic Control (Extra fees may apply)
 - ☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
 - ☐ No Parking Signs (Pick up at Carmel Police Department)
 - ☐ Trash Trailer (\$150 fee may be applied for use)
 - ☐ N/A
 - ☐ Other

Cones *

Agreement must be signed with Carmel Street Department before delivery/pickup

- ☒ Standard Cones
- ☐ Tall Skinny Cones
- ☐ Barricades (used to close roads)
- ☐ Crowd-Control Gates

Standard Cones *

Please note the number of Standard Cones needed

100?

5. EVENT SET UP:



☐ Stage

Size of Stage

☐ Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

☐ Bounce House

☒ N/A

☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:



Vendors

- ☒ Vendors Present
- ☐ Food Served (May be subject to Hamilton County Health Department Inspection)
- ☐ Alcohol Served (Please see Section R under "General Terms and Conditions" in the Special Event/Facility Use Policy)
- ☐ N/A

Vendors Present *

Approximately how many vendors will be present?

TBD

7. CONTACT INFORMATION:



Contact Person * Jeremy Wilson

Email * jwilson@vqlabs.com

Phone Number: * 3175235221

Cell Number:

Name/Organization: VQ Labs c/o FreeWheelin' Community Bikes

Address

Street Address

800 South Rangeline Road

Address Line 2

Suite 135

City

Carmel

Postal / Zip Code

46032

State / Province / Region

IN

Country

USA

Organization Type: * For-Profit Organization

Residency

Is the Organization based within the City of Carmel city limits?

☒ Yes

☐ No

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Mayor's Office

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Special Event/Facility Use Policy * ☒ By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Special Event/Facility Use Policy and agree to be bound by all the terms and conditions set forth therein.

VQ Labs
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Jeremy Wilson Owner/Lab Director
Printed Name and Title (If applicable)

*

317-523-5221
Phone Number (Required)

800 South Rangeline Road Suite 135
Carmel, IN 46032
Address of Organization/Applicant

3/30/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____

**To Main Street then
West on Main street**



RIDE STAGING HERE



SHOPPING

- 1 317 HOME
- 2 ADDENDUM | UFB Building
- 3 ADDENDUM / MK CHILDS
- 4 ANDREW PORTER FINE CLOTHIERS
- 5 BASELINE SOCIAL
- 6 BATH JUNKIE
- 7 FISHMAN FINE JEWELERS
- 8 FRINGE & FORM
- 9 HEY LITTLE DIDDLE BABY
- 10 HEY LITTLE DIDDLE CHILD
- 11 HONEY | The Wren
- 12 JULIE BROWNING BOVA DESIGN
- 13 KITS & KABOODLE CLASSIC TOYS
- 14 LANTZ COLLECTIVE | UFB Building
- 15 LILY & SPARROW BOUTIQUE
- 16 LINDEN TREE GIFTS
- 17 LITTLE TULIP TREE | The Nash
- 18 OLIVER'S TWIST | UFB Building
- 19 OUT OF THE BLUE POLISH POTTERY
- 20 THE PROPER STITCH | UFB Building
- 21 THE SHOP | The Nash
- 22 UPLIFT INTIMATE APPAREL
- 23 VERVE | The Wren

DINING

- 24 ADAGIO LOUNGE | Hotel Carmichael
- 25 THE CAKE BAKE SHOP | UFB Building
- 26 CHARRED - coming soon
- 27 DIVVY
- 28 EGGSHELL BISTRO
- 29 FEINSTEIN'S | Hotel Carmichael
- 30 GRAETER'S ICE CREAM | The Nash
- 31 HANAMI SUSHI & SAKE BAR
- 32 LONE PINE
- 33 SALT
- 34 VIVANTE RESTAURANT & BAR | Hotel Carmichael
- 35 OLD SPAGHETTI FACTORY

SERVICES

- 36 ALLEO | lower level
- 37 ALTERNATE VIEW | The Wren
- 38 THE AROMAROOM | lower level
- 39 THE BACK NINE GOLF CARMEL | lower level
- 40 BE.YOU.TIFUL NAILS | The Nash
- 41 CANINE CLOUD NINE
- 42 DREWRY SIMMONS VORNEHM
- 43 FLEXWERK
- 44 FOREVER GALLERY | The Nash
- 45 THE GRID | lower level
- 46 INCYCLE STRENGTH & INDOOR CYCLING
- 47 INDY FIT
- 48 INDY HOMES | The Wren
- 49 INDUSTRIOUS CCC | Playfair Building
- 50 INDUSTRIOUS CCC 750 VETERANS WAY | lower level
- 51 MAGIC HAT BARBER SHOP
- 52 MEGAN DANIELLE SKINCARE
- 53 MY SALON SUITE | UFB Building
- 54 PURE CONCEPTS SALON
- 55 RENOVA TOTAL HEALTH
- 56 RESIDENCES AT CCC LEASING OFFICE
- 57 SEVER WALKER PADGITT | lower level
- 58 STRETCH ZONE
- 59 SWEATHOUZ | The Wren
- 60 UNITED FIDELITY BANK | lower level
- 61 VQ LABS | UFB lower level



Hoskins, Elizabeth

From: Jeremy Wilson <jwilson@vqlabs.com>
Sent: Tuesday, April 21, 2026 7:12 AM
To: Hoskins, Elizabeth
Subject: Re: Facility Use Request Deadline 04/17

I tried to call yesterday but no success. I have communicated with PedCor and they are aware of the event. Here is the initial communication. I have answered their questions and will keep them up to date with all info.

Hi Jeremy!

Thanks for getting this over to me! Sounds like a nice ride! Please keep us posted and copy all as you continue discussions with the City of Carmel. Will this ride involve any road closures? Please keep us posted as you finalize the route.

Where are you communicating for cyclist to park? We'd want to ensure you communicate not to park on the plaza for cyclists or in front of businesses. What time would anticipate the ride would end?

Please let us know and keep us posted on these things.

I've looped in Mollie Watson with The Residences and Jon Poppino as well.

Thank you!

Jimia Smith, VP & Senior Marketing Director

Carmel City Center | Indiana Design Center

Pedcor Companies | 770 3rd Avenue, S.W. | Carmel, IN 46032

317-660-3388 (D) | 317-383-7949 (M) | 317-218-2690 (F)

jimias@pedcor.net | www.carmelcitycenter.com

Jeremy Wilson

Owner/Lab Director

VQ Labs

www.vqlabs.com

317-978-1234

800 South Rangeline Road Suite 135

Carmel, IN 46032



On Apr 17, 2026, at 2:44 PM, Hoskins, Elizabeth <ehoskins@carmel.in.gov> wrote:

This is much better. I will get this updated. Have you confirmed with PedCor that this event is being planned?



Elizabeth Hoskins

Office Manager

Marketing & Community Relations

O: 317-571-2474

M: 317-995-4009

carmel.in.gov

Experience Carmel! Discover upcoming events [here](#).



From: Jeremy Wilson

Sent: Friday, April 17, 2026 12:25 PM

To: Hoskins, Elizabeth

Subject: Re: Facility Use Request Deadline 04/17

Elizabeth,

Attached is a better map with directional aspects and starting and staging for riders. Please let me know if this will suffice for the given purposes. Thanks!

Cheers,
Jeremy



Jeremy Wilson
Owner/Lab Director
VQ Labs
www.vqlabs.com
317-978-1234
800 South Rangeline Road Suite 135
Carmel, IN 46032



On Apr 16, 2026, at 1:02 PM, Hoskins, Elizabeth <ehoskins@carmel.in.gov> wrote:

Hello,

If you are receiving this notification, you have a Facility Use Request that is **pending** due additional information needed.

You may need to pay your deposit, update a map, contact the appropriate services ([CPD/CFD/STREETS](#)) to make additional arrangements. Please review the emails you received earlier in the week to make sure your request is complete.

Pay your security deposit:

SECURITY DEPOSITS AND EVENT FEES: *Individual, business, or organization* located or residing inside or outside of the City's corporate limits.

- Within City Limits is Refundable \$100.00
- Outside City Limits is Nonrefundable \$150.00

Payment may be made online using a credit or debit card

at <https://www.govpaynow.com> .

PLC: a0026j, (they are zeros, not Os) CITY OF CARMEL ADMINISTRATION –
FACILITY RENTAL

Or you can call the Govpay call center at [1-888-604-7888](tel:1-888-604-7888) (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, [1 Civic Square, Carmel, IN 46032](#)) You can choose any of the locations when picking your facility. We have been working with ALL PAID to get the Streets added to the drop-down menu.

It is very important to note that the Board of Public Works annuonced at this week's meeting that they will not approve items within the 60 day time period and they are not to be placed on the agenda going forward. That being said, it is vital that your existing events are completed by tomorrow afternoon or they will be dropped from this cycle and you would need to resubmit your request as new. The process would start all over again, taking 2-3 weeks before it goes back before the board.

Thank you kindly,
Elizabeth



Elizabeth Hoskins

Office Manager

Marketing & Community Relations

O: [317-571-2474](tel:317-571-2474)

M: [317-995-4009](tel:317-995-4009)

carmel.in.gov

[Experience Carmel!](#) Discover upcoming events [here](#).





SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 04/02/2026

Department Review:

MAC: yes, 04/16/2026

CFD: yes 04/16/2026

ENG: **NO RESPONSE**

STREETS: yes, 04/16/2026

CPD: yes, 04/16/2026

PARKS: yes, 04/16/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Civic Square Gazebo / Lawn

☐ Monon & Main Plaza

☐ Midtown Plaza

☐ Reflecting Pool

☒ Other

City Hall Council Chambers

◦ Please click [here](#) to request [the Carter Green or East Patio](#).

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

Indiana Family Institute's Hoosier Leadership Series Class of 2026, Class Day on Local Government & Technology.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☐ Yes ☒ No

Event Date Start *

8/27/2026

Event Date End *

8/27/2026

If multiple dates, please list

Set-Up time: *

8:00:00 AM

Tear Down time: *

5:00:00 PM

End Time

Event Start

time: *

9:00:00 AM

Event End time: *

4:30:00 PM

Rehearsal

☒ No ☐ Yes

Number of People

Expected: *

50

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☐ Yes ☒ No

2. STREET(S) REQUESTED:

Neighborhood Name/Streets to be closed

Include addresses as appropriate

Upload Map

An easy to read, color map of the area is required with submission.

Type of Closure:

- ☐ Rolling closure
☐ Total closure
☐ Lane restrictions - explain below
☐ Other - explain below
☐ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure**3. SPECIAL REQUESTS:****Requests:**

- ☒ Electricity
☐ Fountain Restroom - Fountain/Gazebo
☐ Reflecting Pool Restrooms
☐ N/A
☐ Other

4. CITY SERVICES NEEDED: Mark all that apply**City Services Needed**

- ☐ Cones/Barricades (signed agreement required)
☐ Detour/Traffic Redirection Signs (signed agreement required)
☐ Emergency Medical Services (EMS) (Extra fees may apply)
☐ Extra Patrol During Event (when available)
☐ Traffic Control (Extra fees may apply)
☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
☐ No Parking Signs (Pick up at Carmel Police Department)
☐ Trash Trailer (\$150 fee may be applied for use)
☐ N/A
☐ Other

5. EVENT SET UP:

- ☐ Stage

Size of Stage

- ☐ Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

- ☐ Bounce House
☐ N/A
☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

- ☐ Vendors Present
- ☐ Food Served (May be subject to Hamilton County Health Department Inspection)
- ☐ Alcohol Served (Please see Section R under "General Terms and Conditions" in the Special Event/Facility Use Policy)
- ☐ N/A

7. CONTACT INFORMATION:

Contact Person * Birjan Crispin

Email * birjan@hoosierfamily.org

Phone Number: * 3312188686

Cell Number: 3312188686

Name/Organization: Indiana Family Institute

Address

Street Address

819 Yorkshire Road

Address Line 2

City

Anderson

Postal / Zip Code

46012

State / Province / Region

IN

Country

United States

Organization Type: * Non-Profit Organization

Residency

Is the Organization based within the City of Carmel city limits?

☐ Yes

☒ No

SECURITY DEPOSIT AND FEE:

A refundable Security Deposit in the amount of \$100 for any applicant located or residing **within** Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing **outside** of Carmel city limits **must** be received prior to application review or processing.

Payment may be made online using a credit or debit card at <https://www.govpaynow.com> . PLC #a0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

DISCLAIMER:

The Carmel Board of Public Works and Safety reserves the right, in its sole discretion, to deny any facility use request and/or revoke any previously granted request to use a City facility for any lawful reason.

Acknowledgement and Agreement

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH SPECIAL EVENT/FACILITY USE POLICY

I have read and understand the City of Carmel, Indiana ("City") [Special Event/Facility Use Policy](#) and agree to be bound by all the terms and conditions set forth therein.

I will leave the City facility I use in the same condition that it was immediately prior to my use thereof. I agree to pay for any damage, repair or clean-up costs incurred by the City as a result of my use of a City facility.

I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Special Event/Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

Age Confirmation * ☒ I confirm that I am 18 years of age or older.

Special Event/Facility Use Policy * ☒ By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Special Event/Facility Use Policy and agree to be bound by all the terms and conditions set forth therein.

Indiana Family Institute
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Birjan Crispin
Printed Name and Title (If applicable)

*

3312188686
Phone Number (Required)

Address of Organization/Applicant

4/2/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____



SPECIAL EVENT / FACILITY USE REQUEST

Request submission date: 04/02/2026

Department Review:

MAC: yes 04/16/2026

ENG: **NO RESPONSE**

CPD: yes 04/16/2026

CFD: yes 04/16/2026

STREETS: yes 04/16/2026

PARKS: yes 04/16/2026

Information

1. CITY FACILITY(S) REQUESTED:

Facility(s)

☐ Civic Square Fountain Area

☐ Civic Square Gazebo / Lawn

☐ Monon & Main Plaza

☒ Midtown Plaza

☐ Reflecting Pool

☐ Other

- Please click [here](#) to request [the Carter Green or East Patio](#).

2. EVENT DETAILS

Event Purpose &

Description: *

Provide a brief description of event

Fall festival focused on art & crafts, music, a trolley, food vendors, family fun activities and more.

Attach additional pages if needed-SEE BELOW

Has this event been held at City facility before? *

☒ Yes ☐ No

Event Date Start *

10/17/2026

Event Date End *

10/17/2026

If multiple dates, please list

Set-Up time: *

9:00:00 AM

Tear Down time: *

9:00:00 PM

End Time

Event Start time: *

2:00:00 PM

Event End time: *

5:00:00 PM

Rehearsal

☒ No ☐ Yes

Number of People Expected: *

2,000

Fees?

Will a Fee be charged for this event? If yes, please describe below.

☐ Yes ☒ No

2. STREET(S) REQUESTED:

Neighborhood Name/Streets to be closed

Elm Street will be closed from Veterans Way to northbound Monon Boulevard for event activities and vendors

Include addresses as appropriate

Upload Map

An easy to read, color map of the area is required with submission.

Arts In Autumn Vendor Map .pdf

1.71MB

Type of Closure:

- ☐ Rolling closure
- ☒ Total closure
- ☐ Lane restrictions - explain below
- ☐ Other - explain below
- ☐ N/A

Explain lane restrictions needed and other needed below:

Further Info for type of closure**3. SPECIAL REQUESTS:****Requests:**

- ☒ Electricity
- ☐ Fountain Restroom - Fountain/Gazebo
- ☐ Reflecting Pool Restrooms
- ☐ N/A
- ☐ Other

4. CITY SERVICES NEEDED: Mark all that apply**City Services Needed**

- ☒ Cones/Barricades (signed agreement required)
- ☐ Detour/Traffic Redirection Signs (signed agreement required)
- ☐ Emergency Medical Services (EMS) (Extra fees may apply)
- ☐ Extra Patrol During Event (when available)
- ☐ Traffic Control (Extra fees may apply)
- ☐ On-site Security (Assigned off-duty CPD officers, extra fees will apply)
- ☒ No Parking Signs (Pick up at Carmel Police Department)
- ☐ Trash Trailer (\$150 fee may be applied for use)
- ☐ N/A
- ☐ Other

Cones *

Agreement must be signed with Carmel Street Department before delivery/pickup

- ☒ Standard Cones ☐ Tall Skinny Cones
- ☒ Barricades (used to close roads) ☐ Crowd-Control Gates

Barricades *

Please note the number of Barricades needed

8-10

Standard Cones *

Please note the number of Standard Cones needed

12

No Parking Signs *

Please note the number of NO PARKING SIGNS needed

10

5. EVENT SET UP:

- ☐ Stage

Size of Stage

- ☒ Tent(s) – If placing a tent over the entire green space at Midtown Plaza, the exclusive vendor for tent rental is A-Classic Party Rentals (317-251-7368). Otherwise, you may use the vendor of your choice.

10x10

Size of Tent (s) (Tents 20 x 20 or larger require inspection by Carmel Fire Department, 317-571-2600)

☐ Bounce House

☐ N/A

☐ Other

Name of Merchants(s) doing the setup

Phone Number of Merchant(s) doing set up:

6. VENDORS:

Vendors

☒ Vendors Present

☒ Food Served (May be subject to Hamilton County Health Department Inspection)

☐ Alcohol Served (Please see Section R under "General Terms and Conditions" in the Special Event/Facility Use Policy)

☐ N/A

Vendors Present *

Approximately how many vendors will be present?

10

7. CONTACT INFORMATION:

Contact Person *

Kenna Dishmond

Email *

kdishmond@carmel.in.gov

Phone Number: *

3177719972

Cell Number:

Name/Organization:

City of Carmel

Address

Street Address

1 Civic Square

Address Line 2

City

Carmel

Postal / Zip Code

46032

State / Province / Region

Indiana

Country

United States

Organization Type: *

Non-Profit Organization

Residency

Is the Organization based within the City of Carmel city limits?

☒ Yes

☐ No

SECURITY DEPOSIT AND FEE:

A refundable Security Deposit in the amount of \$100 for any applicant located or residing **within** Carmel city limits or a non-refundable event fee in the amount of \$150 for any applicant located or residing **outside** of Carmel city limits **must** be received prior to application review or processing.

Payment may be made online using a credit or debit card at <https://www.govpaynow.com> . PLC #a0026j, calling the Govpay call center at 1-888-604-7888 (give them PLC#) or in the form of a certified check or money order made payable to the City of Carmel. (Mail to: Carmel City hall, Attn: Lobby Desk, 1 Civic Square, Carmel, IN 46032)

DISCLAIMER:

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Acknowledgement and Agreement

Mayor's Office

ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH SPECIAL EVENT/FACILITY USE POLICY

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I hereby certify that I, and the organization I represent, if applicable, agree to be bound by the City's Special Event/Facility Use Policy and by any addition conditions or restrictions placed upon my/our use of a City facility by the Board. I understand that the Board has the right to deny, alter or revoke my request for the use of a City facility for any lawful reason. I and/or my organization also agree to indemnify and hold harmless the City of Carmel and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application for any damages, costs or expenses incurred directly or indirectly as a result of my/our use of the City-owned facility and/or property.

Age Confirmation * ☒ I confirm that I am 18 years of age or older.

Special Event/Facility Use Policy * ☒ By selecting this box, I hereby acknowledge that I have read and fully understand the City of Carmel, Indiana ("City") Special Event/Facility Use Policy and agree to be bound by all the terms and conditions set forth therein.

City of Carmel
Name of Organization/Applicant

*



Signature of Authorized Agent/Applicant

Kenna Dishmond, Community Relations
Specialist
Printed Name and Title (If applicable)

*

317-771-9972
Phone Number (Required)

1 Civic Square, Carmel IN 46032
Address of Organization/Applicant

4/2/2026
Date

Submit

City of Carmel Use Only

Approved this _____ day of _____, 20

CITY OF CARMEL, INDIANA

By and Through its Board of Public Works and Safety

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

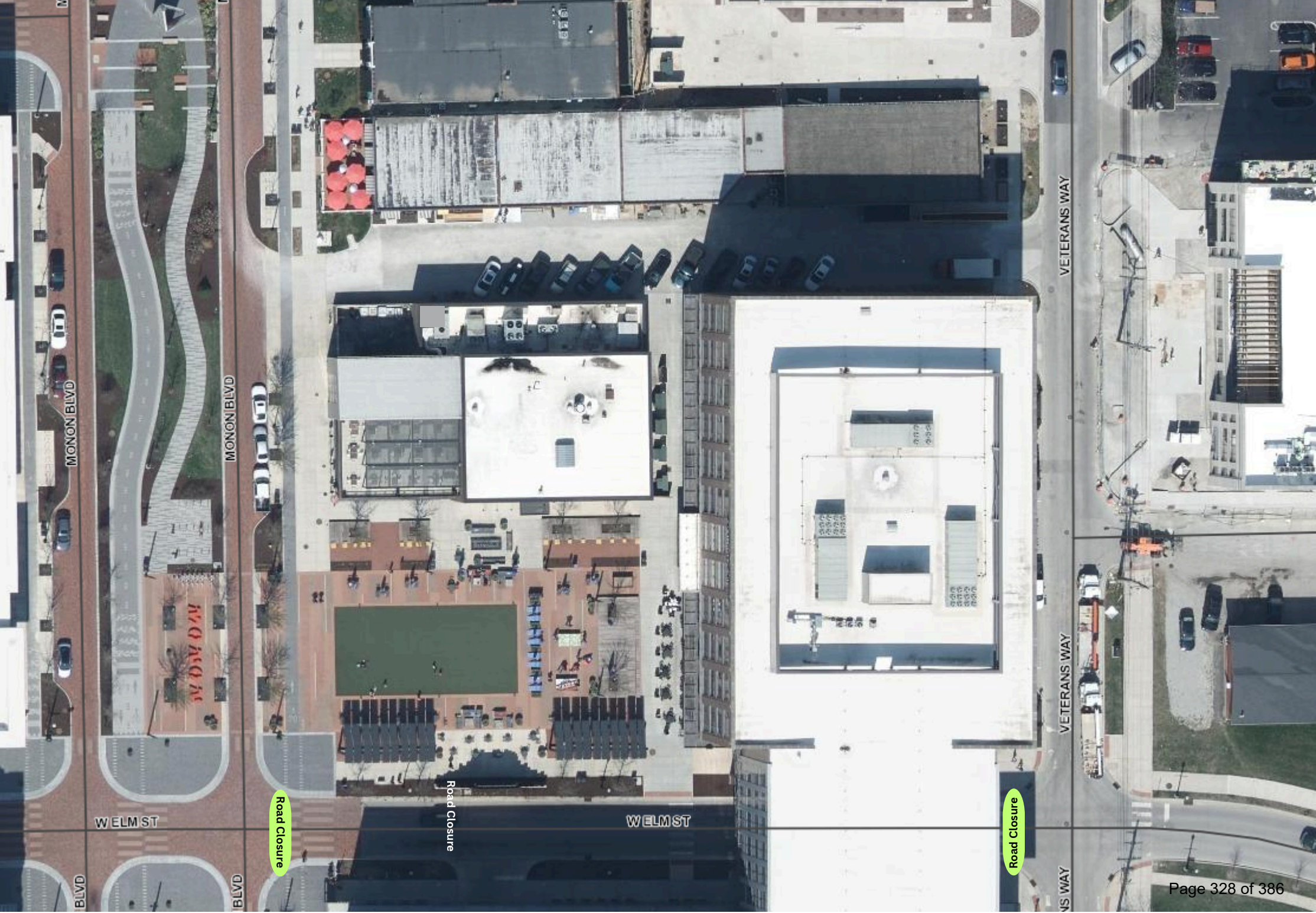
Date: _____

ATTEST:

Jacob Quinn, City Clerk

Date

Special Conditions: _____



MONON BLVD

MONON BLVD

WELM ST

WELM ST

VETERANS WAY

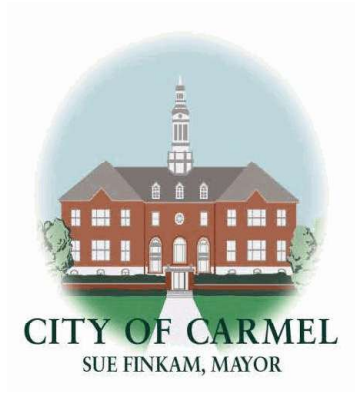
VETERANS WAY

NS WAY

Road Closure

Road Closure

Road Closure



4/21/2026

Board of Public Works and Safety
One Civic Square
Carmel, IN 46032

Re: Consent to Encroach (upper and lower deck with staircase) at 10469 Roxley Bend

Dear Board Members:

A Consent to Encroach document signed by Topoll, Christopher George & Alicia Bridget Topoll h&w, owners of the property with the common address 10469 Roxley Bend , is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the BPW meeting.

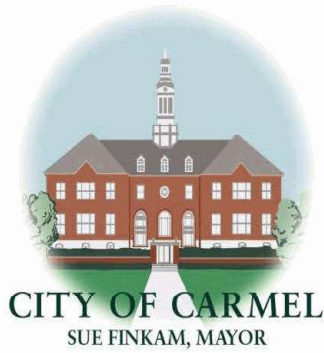
The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

A handwritten signature in black ink, appearing to read "Bradley Pease", written in a cursive style.

Bradley Pease, PE
City Engineer

ATTACHMENT: CONSENT TO ENCROACH DOCUMENT



4/21/2026

Board of Public Works and Safety
One Civic Square
Carmel, IN 46032

Re: Request for Variance (upper and lower deck with staircase) at 10469 Roxley Bend

Dear Board Members:

Topoll, Christopher George & Alicia Bridget Topoll h&w, owner of the property with the common address 10469 Roxley Bend, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a upper and lower deck with staircase within a portion of the lot designated as an easement. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

It is not expected that the improvements at the proposed location will result in a Detriment (as defined by City Code) to the subject property or the adjacent properties (provided the petitioner adheres to the conditions recommended below). The Engineering Department recommends that the Board approve the variance conditioned upon the following (as discussed with the petitioners):

- Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement. (we will record the agreement for you).
- Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the improvement that, in the opinion of the City, represents a Detriment as defined in City Code.
- Petitioners shall obtain approval from the HOA for installation of the improvement if such approval is required by the restrictive covenants of the development.

Respectfully,

Bradley Pease, PE
City Engineer

CONSENT TO ENCROACH

APPROVED
By Sergey Grechukhin at 4:18 pm, Apr 21, 2020

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Topoll, Christopher George & Alicia Bridget Topoll h&w, 10469 Roxley Bend, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 10 ("Lot") in WINDSOR GROVE II, section , which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by the reference; and

WHEREAS, the official plat of the Subdivision was recorded in PC 4 SLIDE 184, Instrument Number 2006-68094 in the Office of the Hamilton County Recorder on 11/13/2006, as WINDSOR GROVE II, section (the "Plat"); and

WHEREAS, the current Owner wishes to install a upper and lower deck with staircase on the Lot (the "Site Improvement"); and

WHEREAS, Owner has given the City a sketch ("Sketch") depicting the location of the Site Improvement on the Lot, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as 15- foot drainage easement , identified as "15' D.E." on Exhibit B (the "Easement"); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the "Encroachment") upon the Easement, which Encroachment is crosshatched on Exhibit B; and

WHEREAS, City of Carmel Board of Public Works and Safety approves the Owner's request for a variance from Carmel City Code Section 6-227(4); and

WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

WHEREAS, the location of the Site Improvement as indicated by the Owner on Exhibit B should not materially interfere with the City's use of the Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
 - (i) the Encroachment exists; and
 - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner
5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.
6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.
7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.
8. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
9. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.
10. This Agreement shall be effective as of the date on which it is last executed by a party hereto.

"CITY"

CITY OF CARMEL, INDIANA,
BY AND THROUGH ITS BOARD OF
PUBLIC WORKS AND SAFETY

BY: _____
Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

Jacob Quinn, Clerk

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared JAMES BARLOW, LAURA CAMPBELL and ALAN POTASNIK, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and Jacob Quinn, Clerk of THE CITY OF CARMEL, who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:

NOTARY PUBLIC

Printed Name

My County of Residence: _____

This instrument was prepared by Sergey Grechukhin, Esquire, Transactions Chief, One Civic Square, Carmel, Indiana 46032.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Sergey Grechukhin, Esquire

11. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
12. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
13. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

PROPERTY OWNER

PROPERTY OWNER

Christopher George Topoll

Printed Name

Christopher George Topoll

Signature

Date: 16 Apr 2026

Alicia Bridget Topoll

Printed Name

Alicia Bridget Topoll

Signature

Date: April 16, 2026

STATE OF INDIANA)

) SS:

COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared

by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or

her voluntary act and deed.

Witness my hand and Notarial Seal this 16th day of April, 2026

Christopher & Alicia Topoll

My Commission Expires:

9/21/2030

Shaneque A. Doss

NOTARY PUBLIC

Shaneque A. Doss

Printed Name

My County of Residence: Marion

SHANEQUE A DOSS
Notary Public - Seal
Marion County - State of Indiana
Commission Number NP0743828
My Commission Expires Sep 21, 2030

Exhibit A

WINDSOR GROVE II

I, the undersigned Registered Land Surveyor hereby certify that the included plat correctly represents a subdivision of part of the Northwest Quarter of the Northeast Quarter of Section 8, Township 17 North, Range 3 East, Hamilton County, Indiana, being more particularly described as follows:

Beginning at the Northwest corner of said Quarter Section said corner being marked by a Harrison Monument; thence North 89 degrees 01 minutes 38 seconds East along the North line of said Quarter Section a distance of 978.29 feet to a Mag Nail with washer stamped "S & A Firm #0008"; thence South 00 degrees 18 minutes 29 seconds West parallel with the West line of said Quarter-Quarter Section a distance of 1,336.20 feet to a capped rebar on the South line of said Quarter-Quarter Section; thence South 89 degrees 00 minutes 10 seconds West along said South line 978.30 feet to a rebar on the West line of said Quarter-Quarter Section; thence North 00 degrees 18 minutes 29 seconds East along said West line 1,336.62 feet to the place of beginning, containing 30.006 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

This subdivision consists of 30 lots numbered 1-30 (both inclusive) and 6 Common Areas labeled C.A. #1-6 (both inclusive). The size of lots and width of streets are shown in feet and decimal parts thereof.

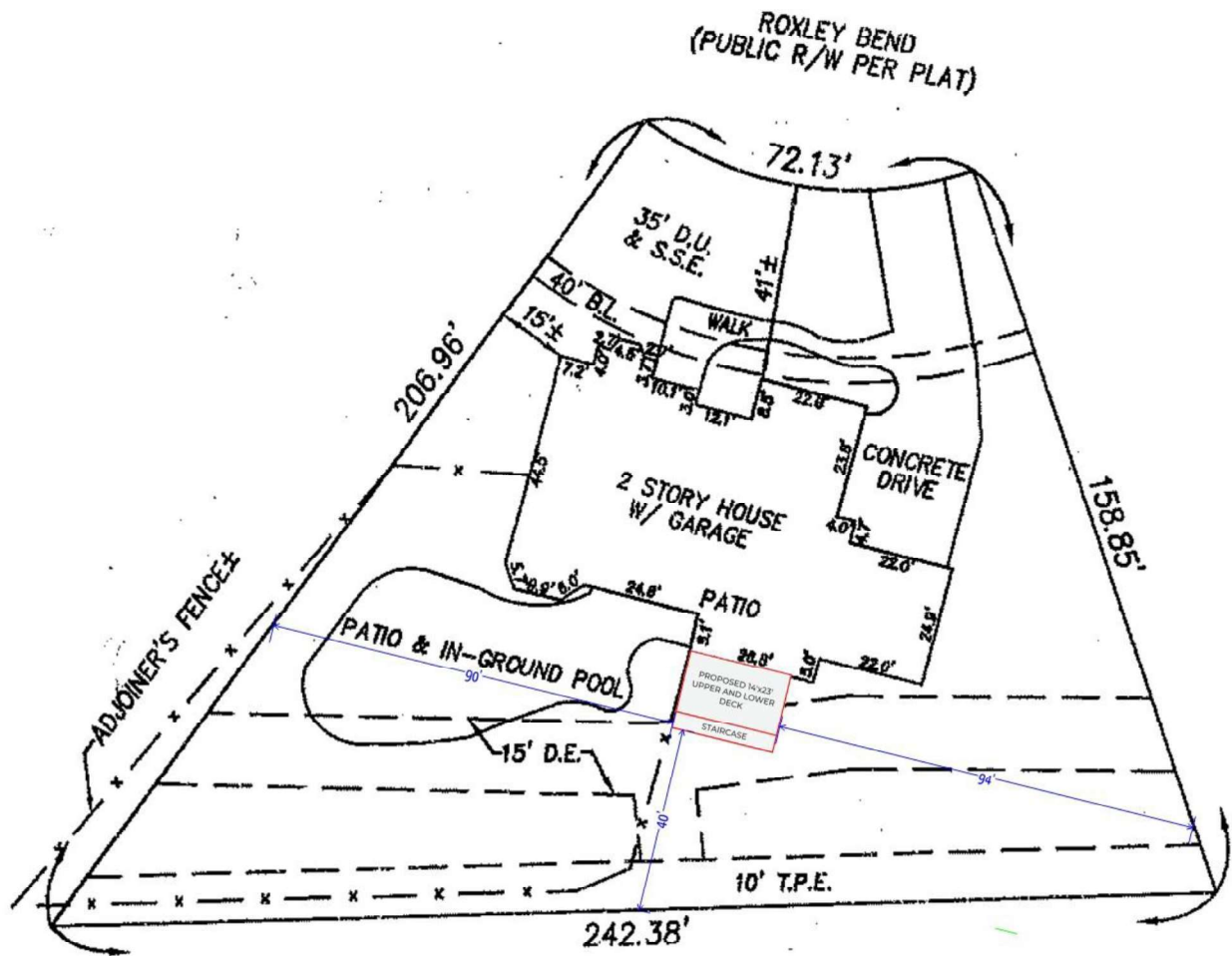
Cross-Reference is hereby made to a survey plat prepared by Weihe Engineers Inc. in accordance with Title 865, Article 1, Chapter 12 of the Indiana Administrative Code recorded as Instrument Number 200600061129 in the Office of the Recorder of Hamilton County, Indiana.

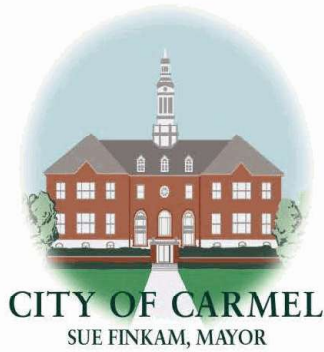
I, the undersigned, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana and that the within plat represents a subdivision of the lands surveyed within the cross referenced survey plat, and that to the best of my knowledge and belief there has been no change from the matters of the survey revealed by the cross-reference survey on any lines that are common with the new subdivision.

Witness my signature this 12th day of October, 2006.

S: /52645S2/LEGAL/S2-PLAT
Revised 2/3/06
R(AAA) F(BKR)

Exhibit B





4/22/2026

Board of Public Works and Safety
One Civic Square
Carmel, IN 46032

Re: Consent to Encroach (deck that replaces an existing deck in the same limits) at 10343 Windemere Blvd

Dear Board Members:

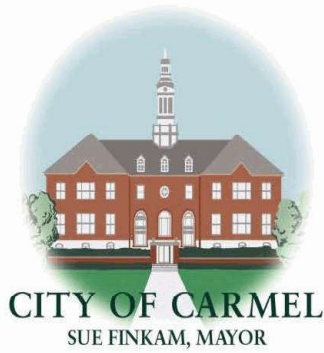
A Consent to Encroach document signed by Kim, Christina J & Karsten Fryburg jtrs, owners of the property with the common address 10343 Windemere Blvd , is submitted to the Board for signatures. A variance for the encroachment is also submitted to the Board of Public Works for approval during the 05/06/2026 BPW meeting.

The Department of Engineering has reviewed and approved the encroachment document. Upon approval and signature by the Board Members the document will be recorded with the Hamilton County Recorder's Office.

Sincerely,

A handwritten signature in black ink, appearing to read "Bradley Pease", written in a cursive style.

Bradley Pease, PE
City Engineer



4/22/2026

Board of Public Works and Safety
One Civic Square
Carmel, IN 46032

Re: Request for Variance (deck that replaces an existing deck in the same limits) at 10343 Windemere Blvd

Kim, Christina J & Karsten Fryburg jtrs, owner of the property with the common address 10343 Windemere Blvd, have requested a variance from the Carmel City Code Section 6-227(a)(4) for the installation of a deck that replaces an existing deck in the same limits within a portion of the lot designated as an easement. Generally, the improvement is proposed to be installed at the location indicated on the attached exhibit.

It is not expected that the improvements at the proposed location will result in a Detriment (as defined by City Code) to the subject property or the adjacent properties (provided the petitioner adheres to the conditions recommended below). The Engineering Department recommends that the Board approve the variance conditioned upon the following (as discussed with the petitioners):

- Petitioners enter into a Consent-to-Encroach Agreement with the City and record the Agreement. (we will record the agreement for you).
- Petitioners (and successors and assigns) agree to remedy any drainage issues resulting from the installation of the improvement that, in the opinion of the City, represents a Detriment as defined in City Code.
- Petitioners shall obtain approval from the HOA for installation of the improvement if such approval is required by the restrictive covenants of the development.

Respectfully,

Bradley Pease, PE
City Engineer

CONSENT TO ENCROACH

APPROVED
By Sergey Grechukhin at 4:18 pm, Apr 21, 2026

THIS CONSENT TO ENCROACH (hereinafter the "Agreement") is entered into by and between Kim, Christina J & Karsten Fryburg jtrs, 10343 Windemere Blvd, Carmel, Hamilton County, Indiana 46032, (individually and collectively, "Owner"), and the City of Carmel, Hamilton County, Indiana, by and through its Board of Public Works and Safety ("City").

WITNESSETH:

WHEREAS, Owner owns in fee simple Lot 86 ("Lot") in WINDEMERE, section 5, which is located within the corporate limits of the City of Carmel, Indiana ("Subdivision"), which real estate is more particularly described in Exhibit A, attached hereto and incorporated herein by the reference; and

WHEREAS, the official plat of the Subdivision was recorded in PC 2 SLIDE 41, Instrument Number 1997046088 in the Office of the Hamilton County Recorder on 10/28/1997, as WINDEMERE, section 5 (the "Plat"); and

WHEREAS, the current Owner wishes to install a deck that replaces an existing deck in the same limits on the Lot (the "Site Improvement"); and

WHEREAS, Owner has given the City a sketch ("Sketch") depicting the location of the Site Improvement on the Lot, a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and

WHEREAS, the Site Improvement will be constructed on portions of the Lot designated as 40-ft drainage and utility easement, identified as "40' D.&U.E." on Exhibit B (the "Easement"); and

WHEREAS, the Easement is beneficial to the City and its residents; and

WHEREAS, as indicated on the Sketch, the Site Improvement will encroach (the "Encroachment") upon the Easement, which Encroachment is crosshatched on Exhibit B; and

WHEREAS, City of Carmel Board of Public Works and Safety approves the Owner's request for a variance from Carmel City Code Section 6-227(4); and

WHEREAS, Owner and City acknowledge the location of the Encroachment; and

WHEREAS, Owner acknowledges that this Agreement does not imply any approval of existing or future improvements not indicated by Owner on Exhibit B; and

WHEREAS, the location of the Site Improvement as indicated by the Owner on Exhibit B should not materially interfere with the City's use of the Easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties mutually promise, agree and covenant as follows:

1. The foregoing preambles, recitations and definitions are made a part hereof as though such were fully set forth herein.
2. The City consents to the Encroachment for only so long as
 - (i) the Encroachment exists; and
 - (ii) Owner complies with all of the terms and provisions of this Agreement.
3. Owner covenants and agrees not to extend, increase, modify, alter, landscape, reconfigure or otherwise change the Site Improvement from what is depicted on Exhibit B, and to maintain the Site Improvement in good condition and repair.
4. Owner agrees that City shall have the right to remove any portion of the Site Improvement as City deems necessary, in City's sole discretion, to install, protect and/or repair any utility lines, sewer lines or drainage ditches located in the Easement, or for any other lawful purpose, and that, should the City take such action, the City shall incur no obligation to repair, replace or reimburse Owner for the cost of any damages thereby caused to the Site Improvement, the Lot, or to Owner
5. Owner agrees and acknowledges that the City's consent to encroach upon the Easement, as provided in this instrument, regards the City's Easement interests only, and does not constitute permission or authority for the Owner to otherwise enter on, in, under, over, or upon the property interests of any other person without that person's consent even if such property interests are also located within the Easement.
6. Owner agrees to indemnify and hold harmless City, its officers, officials, members, employees, invitees, licensees and agents, from and against any and all losses, liabilities, damages, claims, judgments, attorney fees and costs arising from any bodily injury and/or death, and from any destruction or damage to any property or improvements, located on the Lot, or otherwise, and/or for any failure of proper disclosure pursuant to Paragraph 12 hereof, which results directly or indirectly from any act of Owner, its employees, contractors and/or agents in, on, under, across or to the Easement.
7. Owner agrees to reimburse City for any and all costs and expenses incurred by City to replace or repair any damage to the Easement and any improvements located therein caused by the installation, construction, maintenance and/or operation of the Site Improvement.
8. The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of their respective heirs, administrators, successors and assigns.
9. The parties executing this Agreement represent and warrant that they are authorized to enter into and execute this Agreement for and on behalf of the party which they represent.
10. This Agreement shall be effective as of the date on which it is last executed by a party hereto.

11. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
12. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
13. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

PROPERTY OWNER

Christina Kim

Printed Name

Christina Kim

Signature

Date: 4/16/2026

PROPERTY OWNER

Printed Name

Signature

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Christina Kim
by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or
her voluntary act and deed.
Witness my hand and Notarial Seal this 16 day of April, 2026.

My Commission Expires:

10-21-2031

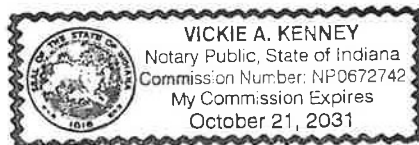
Vickie A. Kenney

NOTARY PUBLIC

Vickie A. Kenney

Printed Name

My County of Residence: Boone



11. The Owner agrees to provide full disclosure of this Agreement to all persons, entities and others who acquire by or through Owner any interest in the Lot on and after the effective date of this Agreement.
12. Owner agrees not to alter the ground surface elevation within the limits of the easement at any time.
13. Owner agrees to remedy any drainage problems or issues, saturated soil or standing water on the Lot or adjacent properties determined by the City to be resulting from the Encroachment.

"OWNER"

PROPERTY OWNER

KARSTEM FRYBURG
 Printed Name
[Signature]
 Signature
 Date: 4-20-2020

PROPERTY OWNER

 Printed Name

 Signature
 Date: _____

STATE OF INDIANA)
) SS:
 COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Karstem Fryburg
 by me known, and who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" as his or
 her voluntary act and deed.
 Witness my hand and Notarial Seal this 20th day of April, 2020.

My Commission Expires:

01-31-2029

[Signature]
 NOTARY PUBLIC
Jeffrey JScholl
 Printed Name

My County of Residence: Marion

Jeffrey J Scholl
 Notary Public - Seal
 State of Indiana
 Marion County
 My Commission Expires 01/31/2029
 Commission No. NP0731372

"CITY"

CITY OF CARMEL, INDIANA,
BY AND THROUGH ITS BOARD OF
PUBLIC WORKS AND SAFETY

BY: _____
Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

Jacob Quinn, Clerk

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared JAMES BARLOW, LAURA CAMPBELL and ALAN POTASNIK, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and Jacob Quinn, Clerk of THE CITY OF CARMEL, who acknowledged the execution of the foregoing "CONSENT TO ENCROACH" on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this ____ day of _____, 20__.

My Commission Expires:

NOTARY PUBLIC

Printed Name

My County of Residence: _____

This instrument was prepared by Sergey Grechukhin, Esquire, Transactions Chief, One Civic Square, Carmel, Indiana 46032.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Sergey Grechukhin, Esquire

Exhibit A

WINDEMERE SECTION 5

I, the undersigned Registered Land Surveyor, hereby certify that the included plat correctly represents a subdivision of a part of the East Half of the Northwest Quarter of Section 9, Township 17 North, Range 3 East of the Second Principal Meridian, in Hamilton County, Indiana, more particularly described as follows:

Commencing at the North Quarter corner of Section 9 (being marked by a Harrison Monument); thence North 89 degrees 26 minutes 27 seconds East along the North line of the Northeast Quarter of said Section 9, 8.00 feet; thence South 21 degrees 46 minutes 29 seconds West 21.62 feet to a point on the East line of the Northwest Quarter of said Section 9; thence South 00 degrees 03 minutes 34 seconds West along the East line of said Northwest Quarter 1100.87 feet to the POINT OF BEGINNING; thence continuing along the said East line South 00 degrees 03 minutes 34 seconds West 213.96 feet to the Southeast corner of the Northeast Quarter of the said Northwest Quarter, said corner also being the Northeast corner of the Southeast Quarter of the said Northwest Quarter; thence continuing along the East line of said Northwest Quarter South 00 degrees 03 minutes 34 seconds West 1334.83 feet to the center of Section 9; thence South 89 degrees 25 minutes 02 seconds West along the South line of the said Northwest Quarter 645.22 feet; thence North 00 degrees 04 minutes 08 seconds West 249.58 feet; thence North 48 degrees 08 minutes 54 seconds East 50.00 feet to the point on a curve concave Easterly, the radius point of said curve being North 48 degrees 08 minutes 54 seconds East 125.00 feet from said point, thence Northerly along said curve 88.73 feet to the point of tangency of said curve, the radius point of said curve being North 88 degrees 49 minutes 12 seconds East 125.00 feet from said point; thence North 01 degrees 10 minutes 48 seconds West 182.71 feet; thence North 88 degrees 49 minutes 12 seconds East 175.00 feet; thence North 06 degrees 34 minutes 53 seconds East 317.94 feet; thence North 01 degrees 39 minutes 35 seconds East 120.05 feet; thence North 00 degrees 03 minutes 33 seconds East 125.00 feet; thence North 15 degrees 54 minutes 55 seconds West 174.96 feet to a point on the Southern boundary of Windemere Section 1, Recorded as Instrument #9124826, P.C. No. 1, Slide No. 189 in the Office of the Recorder of Hamilton County, Indiana, the following five (5) courses being along said Southern boundary of said Section 1; (1) North 48 degrees 48 minutes 12 seconds East 194.00 feet (2) North 41 degrees 41 minutes 27 seconds East 50.00 feet (3) North 48 degrees 18 minutes 33 seconds West 11.43 feet (4) North 57 degrees 18 minutes 59 seconds East 197.29 feet (5) South 88 degrees 46 minutes 33 seconds East 141.72 feet to the place of beginning, containing 17.546 acres more or less subject to all legal highways, rights-of-way, easements and restrictions of record.

This subdivision consists of 23 lots numbered 74-96 (both inclusive). The size of lots and width of streets are shown in feet and decimal parts thereof.

The boundaries of the plat were determined from a boundary survey performed by M.S.E. Corporation dated April 20, 1992.

Witness my signature this 18TH day of DECEMBER, 1992.

METES\13540S5
DDO-F, EEF-R

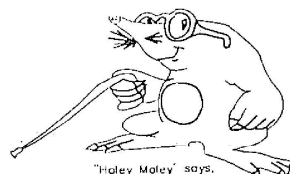

David J. Stoeppelwerth
Registered Land Surveyor
No. S0474



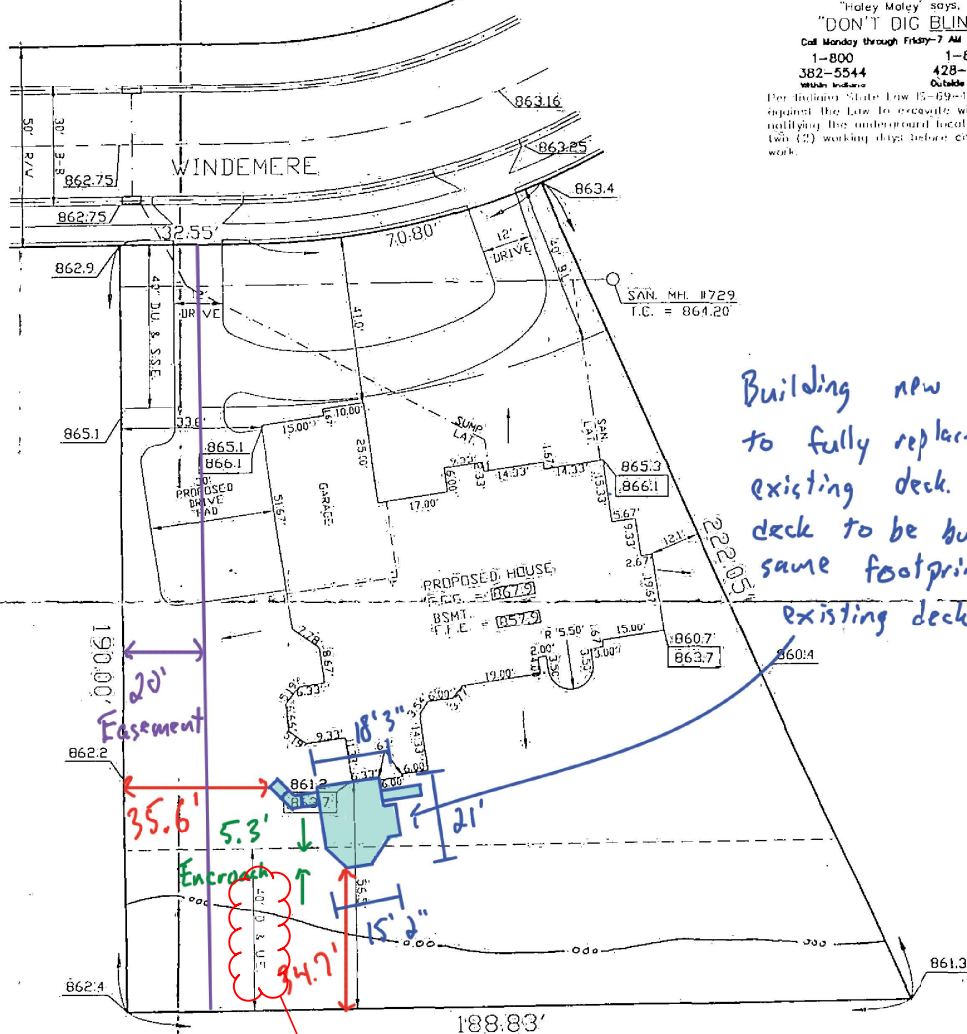
Exhibit B
Warranty Deed
2007-68051

TYPICAL SWALE SECTION
(NO SCALE)

Scale: 1" = 30'



"Haley Moley" says,
"DON'T DIG BLIND"
 Call Monday through Friday 7 AM to 6 PM
 1-800 1-800
 382-5544 428-5200
 Within Indiana Outside Indiana
 Per Indiana State Law IS-69-1991, it is required the Law to excavate without notifying the underground location service, two (2) working days before commencing work.



Building new deck
to fully replace
existing deck. Proposed
deck to be built in
same footprint as
existing deck.

40' D.&U.E.

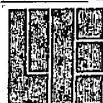
Plot Plan

Lot #86 in , WINDEMERE, Section Five, a subdivision in Hamilton County, Indiana, as per plat thereof recorded as instrument No. 9746088, in P.C. No. 2, Slide No. 41, in the office of the recorder of Hamilton County, Indiana.

Prepared For:

ARISTA BUILDERS

JOB NO.	97-1260
DRAWN BY:	T.R.
CHECKED BY:	J.Y.



WEIHE ENGINEERS, INC.

10505 NORTH COLLEGE AVENUE
INDIANAPOLIS, INDIANA 46280
(317) 846-6611

ALLAN H. WEDIS, P.E., L.S.
PRESIDENT
MICHAEL L. DeBOY, L.S.
VICE-PRESIDENT

LOT #00, WINDEMERE, SECTION FIVE, HAMILTON COUNTY, INDIANA.

DATE _____

CIVIL ENGINEERS

LAND SURVEYORS

LAND PLANNERS

CTE - 10343 WINDEMERE- KIM,FRYBURG

Final Audit Report

2026-04-22

Created:	2026-04-22
By:	Karla Holdcraft (kholdcraft@carmel.in.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATVeD8e3mUC8ozd7_GqOqNqjdegGGRxhP

"CTE - 10343 WINDEMERE- KIM,FRYBURG" History

-  Document created by Karla Holdcraft (kholdcraft@carmel.in.gov)
2026-04-22 - 12:40:31 PM GMT
-  Document emailed to Bradley Pease (bpease@carmel.in.gov) for signature
2026-04-22 - 12:41:03 PM GMT
-  Email viewed by Bradley Pease (bpease@carmel.in.gov)
2026-04-22 - 1:22:10 PM GMT
-  Document e-signed by Bradley Pease (bpease@carmel.in.gov)
Signature Date: 2026-04-22 - 1:22:26 PM GMT - Time Source: server
-  Agreement completed.
2026-04-22 - 1:22:26 PM GMT

April 15, 2026

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

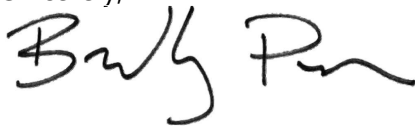
RE: DRAINAGE EASEMENT- 431 1ST AVE NE

Dear Board Members:

Wedgewood Building Company, LLC has requested the city accept a grant of a drainage easement at 431 1st Ave NE, recorded as Instrument Number 2024040443, in association with the construction of a new single-family home.

Attached are the required easement documents. The Department of Engineering has reviewed the attached forms and found them sufficient for Board signatures.

Sincerely,



Bradley Pease, P.E.
City Engineer

Cross Reference to Prior Deed of Record: Instrument No. 2024040443 in the Hamilton County, Indiana Recorder's Office

DRAINAGE EASEMENT

This easement (the "Easement") is by and between Wedgewood Building Company, LLC (the "Grantor") and the City of Carmel, Indiana (the "City"), by and through its Board of Public Works & Safety (the "Grantee") and shall have as its effective date the later of the date on which Grantor executes this Easement or the date on which Grantee executes this easement;

RECITALS

A. Grantor is the owner of the real estate conveyed by the deed identified in the cross-reference above (the "Grantor Parcel") located in Hamilton County, Indiana,

B. Grantee, in connection with Grantee's construction of a single-family home (the "Project"), requires a drainage easement over a portion of the Grantor Parcel (herein referred to as the "Easement Area"). This Easement Area is more particularly described and depicted as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the foregoing recitals, all of which are incorporated herein by this reference, and of the grants of easements and the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive, perpetual easement over, under, through, across and upon the Easement Area for the purpose of drainage over, under, across, upon and through the Easement Area, for and pursuant to which easement Grantee shall have the right to make such alterations and improvements to the Project improvements as Grantee deems may be necessary or useful (the "Easement").

2. Obligations of Grantee. Subject to the terms described in Paragraph 1 hereof, and the Project improvements on the Easement Area, Grantee shall restore the Easement Area, to the extent practicable, to the condition as existed prior to the commencement of the Project, or maintenance, repair, or replacement thereto. Grantee shall install, maintain, repair, replace and service the Project improvements at Grantee's sole cost and expense. In the event the Grantee, its employees, or contractors are required to come upon the real estate contained in the Easement Area to replace, restore, or clear any drainage structures, ditches, drains, or swales contained therein, the Grantee shall only be liable to restore the Grantor's real estate to its previous grade, and to reseed and undertake erosion control measures as are required by 327 IAC 15-5, as amended. Grantor shall allow access to the Easement Area and surrounding area for any required maintenance, repair, replacement, service and updates.

3. Rights Retained by Grantor. Grantor shall retain unto itself, and its grantees, heirs, successors and assigns, and all others to whom Grantor may grant rights or easements, the right to use the Easement Area for any and all purposes and uses not inconsistent with the foregoing Easement and/or Grantee's rights and privileges thereunder.

4. Obligations of Grantor. Grantor shall keep the Easement Area free of any and all fences, structures, asphalt, gravel, concrete and/or other improvements or impediments other than those installed by the Grantee. Grantor shall not block, impede or interfere with the Project improvements and Easement Area or Grantee's access thereto. Grantor shall make adequate provision for the proper drainage of surface water over and across Easement Area and surrounding area.

5. Easement and Covenants Appurtenant. The Easement granted, created and made herein, together with the benefits and privileges thereof, shall run with the Grantor Parcel and inure to the benefit of Grantee and its grantees, successors and assigns. The Easement granted, created and made herein, together with the burdens thereof, shall run with and bind the Grantor Parcel, and shall bind Grantor and its grantees, successors and assigns. All covenants and agreements of the Grantor and Grantee hereunder, together with the benefits and burdens thereof, shall be deemed to be real covenants which touch and concern the Easement Area and the Grantor Parcel, as applicable, shall run with the Easement Area and the Grantor Parcel, and shall inure to the benefit of and be binding upon Grantor and Grantee, as applicable, and their respective grantees, successors and assigns. All covenants and agreements hereunder may be enforced by an action for specific performance, and in the event that a party breaches any such covenant or agreement, the other party may further exercise any remedy available hereunder, at law or in equity, and recover from the breaching party all amounts expended in connection with exercising any such remedy (including without limitation, court costs and reasonable attorneys' fees).

6. Environmental Matters. The Grantor covenants and represents that to the best of its knowledge, information and belief, that the Grantor Parcel is not presently the subject of, nor under the threat of, any federal, state or local environmentally related lien, proceeding, claim, liability or action. The Grantor agrees that, as between the Grantor and the Grantee, the acceptance of this Agreement by the Grantee shall not increase the liability of the Grantee for environmentally related claims arising from or related to conditions on the Grantor Parcel prior to the acceptance of this Agreement.

7. Jurisdiction. The Grantor and the Grantor agree that any litigation associated with or arising from this Agreement shall be filed with a court of competent jurisdiction within the State of Indiana.

8. Other Obligations. The Grantor agrees that this Agreement shall not transfer to the Grantee any past, present or future obligation(s) of the Grantor to be responsible for, or to pay, any tax, assessment, or fee whatsoever that is associated with or related to the Grantor Parcel.

9. Amendment. The Grantor and the Grantee agree that this Agreement shall

CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared James Barlow, a member of the City of Carmel, Indiana Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of City of Carmel, Indiana Board of Public Works & Safety.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Laura Campbell, a member of the City of Carmel, Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of Board of Public Works & Safety.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Alan Potasnik, a member of the City of Carmel, Board of Public Works & Safety and acknowledged execution of the foregoing Easement for and on behalf of City of Carmel Board of Public Works & Safety.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Jacob Quinn, the Clerk of the City of Carmel, Indiana and acknowledged execution of the foregoing Easement as the Clerk of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this _____ day of _____, 20__.

My Commission Expires:

Notary Public

Residing in _____ County

Printed Name

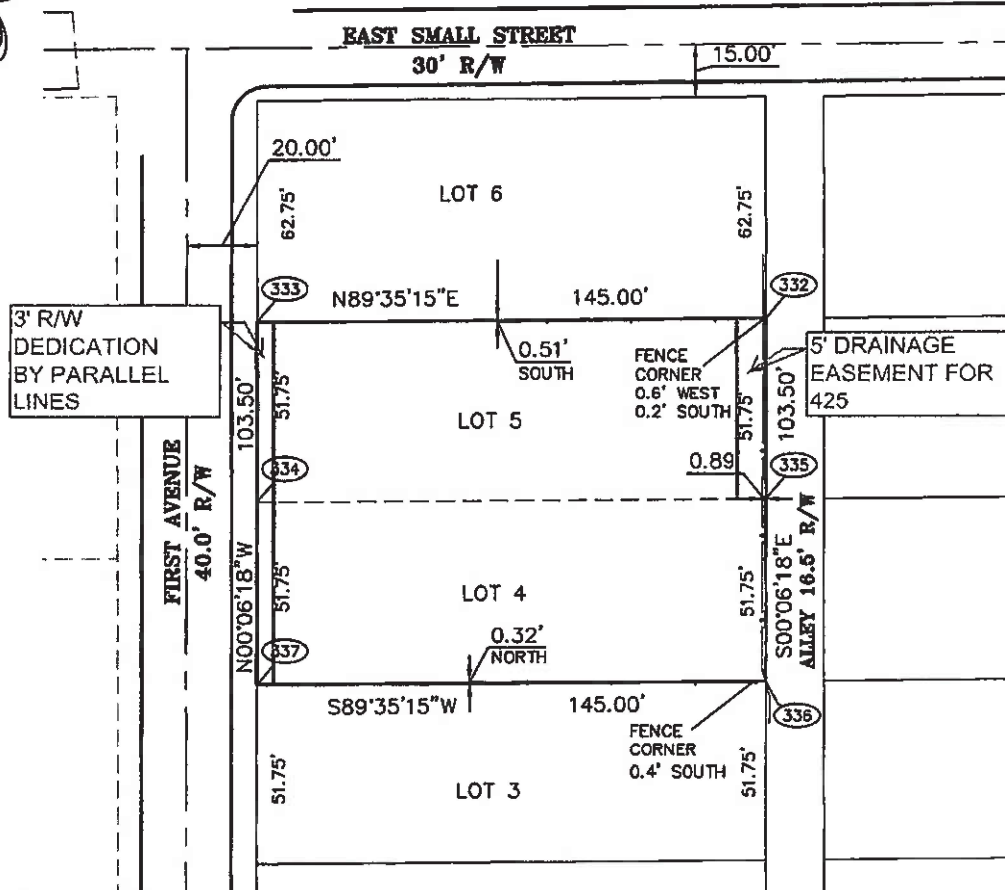
Pursuant to IC 36-2-11-15(b)(2), I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law – Sergey Grechukhin.

Prepared by: Sergey Grechukhin, Transactions Chief, One Civic Square, Carmel, IN 46032

Return to: Brad Pease, P.E., City Engineer, One Civic Square, Carmel, IN 46032

RETRACEMENT SURVEY

LOTS #4 AND 5 IN C.W. WEIDLER'S ADDITION TO THE TOWN OF
CARMEL CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA



LAND DESCRIPTION

LOTS #4 AND 5 IN C.W. WEIDLER'S SUBDIVISION TO THE CITY OF CARMEL, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF, RECORDED IN DEED RECORD 113, PAGE 36, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

LEGEND

R/W RIGHT OF WAY

FLOOD ZONE DEFINITION

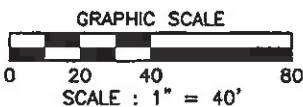
ZONE	EXPLANATION
"X"	AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.

THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM AS PER SCALED INTERPRETATION OF FLOOD RATE MAP #18057C 0207G AREA IN ZONE "X" MAP DATED NOVEMBER 19, 2014.

POINT INVENTORY

POINT # REMARKS

332	333	334	5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING SET
335	336	337	



THIS SURVEY IS NOT COMPLETE AND/OR
VALID WITHOUT BOTH PAGES.

PAGE 1 OF 2

R.L.S. LS20400007		4-22-2025 DATE:	
 MILLER SURVEYING INC. 948 CONNER STREET NOBLESVILLE, INDIANA 46060 PH. # (317) 773-2644 FAX 773-2694			
LOCATION: LOTS #4 AND 5 C.W. WEIDLER'S ADDITION CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA		DRAWN BY: LRL	CHK'D BY: KNA
FIELD WORK COMPLETED: 4-14-25		SCALE: 1" = 40'	FIELD BOOK: D.C.
CLIENT: PAUL OWEN		DATE: 4-22-2025	PAGE: D.C.
DESCRIPTION: RETRACEMENT SURVEY		JOB NUMBER: B42012	SURVEY 4 FILE: 14 PHILIPS

EXHIBIT A
Easement

5-foot by parallel lines off of the entire east end of Lot Numbered five (5) in C.W. Weidler's Subdivision to the City of Carmel, IN Hamilton County, Indiana, as per plat thereof, recorded in Deed Record 113, Page 36, in the Office of the Recorder of Hamilton County, Indiana.

April 15, 2026

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

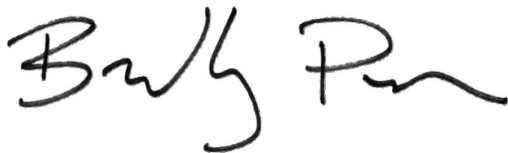
RE: RIGHT OF WAY DEDICATION – 310 1st AVE NE

Dear Board Members:

The property owners of the above referenced address have requested the Board approve a Dedication of Public Right of Way.

On behalf of the City of Carmel, I would like to thank the property owners for this Dedication of Right of Way. I recommend the Board accept and sign this document.

Sincerely,



Bradley Pease, P.E.
City Engineer

ATTACHMENT: DEDICATION DOCUMENTS

**FORM OF
DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY**

[As applicable: Tax Parcel No(s). 16-10-30-09-01-007.00]

THIS INDENTURE WITNESSETH:

That Frederick R. McBroom III and Carin A. McBroom (the "Grantor"), the fee simple owner(s) of the real property described on the attached Exhibit A ("Property") incorporated herein by this reference, which Property is located in the City of Carmel, Hamilton County, State of Indiana, hereby grants, conveys and warrants in fee simple and with no reversionary rights whatsoever retained, all of Grantor's rights, title, and interest in the Property, to the City of Carmel, Indiana, an Indiana municipal corporation ("Grantee"), subject to all existing easements and rights-of-way of record, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

The undersigned represent and warrant that they are the fee simple owners of the Property; that Grantor has full capacity to convey the Property; that they have full authority to execute and deliver this instrument; that they are therefore, fully empowered to convey the Property to the City of Carmel, Indiana, and that on the date of execution of this Dedication and Deed of Public Rights-of-Way, they had full authority to so act; and that all necessary action for the making of this conveyance has been duly taken.

The Grantor assumes and agrees to pay real estate taxes and assessments on the Property for 2026 payable 2027 and all prior years. This obligation shall survive the conveyance of the Property and shall be enforceable by the Grantee in the event of any non-payment.

[Signature page to follow]

IN WITNESS WHEREOF, Grantor has executed this Instrument to be effective as of the 13
day of April, 2026.

GRANTOR:

Carin A. McBroom
Signature

Printed: Carin A. McBroom

Frederick R. McBroom
Signature

Printed: Frederick R. McBroom

STATE OF Indiana)
COUNTY OF Marion) SS:

Before me, the undersigned NOTARY PUBLIC, in and for said County and State, personally appeared Carin McBroom and Frederick R. McBroom, who acknowledged executing the foregoing Dedication and Deed of Public Rights-of-Way as their voluntary act and deed.

Witness my hand and Notarial Seal this 13 day of April, 2026.

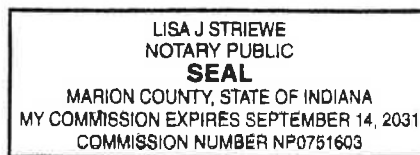
My Commission No./Expiration:
September 14, 2031

My County of Residence:
Marion

Lisa J. Striwe
Notary Public

Lisa J. Striwe
Printed

Grantee's Tax Mailing Address
and after recording return to:
City of Carmel
One Civic Square
Carmel, IN 46032



Pursuant to IC 36-2-11-15(b)(2), I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law – Sergey Grechuckhin

Prepared by: Sergey Grechuckhin, Transactions Chief, One Civic Square, Carmel, IN 46032



City of Carmel

BOARD OF PUBLIC WORKS & SAFETY

ACCEPTANCE OF DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY

WHEREAS, the foregoing Grantor having filed with the City of Carmel, Indiana, an Indiana municipal corporation ("City"), its Dedication and Deed of Public Rights-of-Way of certain real property ("Property") to the City for the purpose of establishing City rights-of-way;

WHEREAS, the City believes that said fee simple conveyance of the Property is desirable, necessary and in the City's best interests; and

NOW THEREFORE, the City, by and through its Board of Public Works and Safety, hereby accepts said Dedication and Deed, and orders that the Dedication and Deed of Public Rights-of-Way described herein be recorded in the Recorder's Office of Hamilton County, Indiana, and that the Property be, and the same hereby is, declared open and dedicated to the City.

SO ORDERED: CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared JAMES BARLOW, LAURA CAMPBELL and ALAN POTASNIK, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and JACOB QUINN, Clerk of THE CITY OF CARMEL, who acknowledged the execution of the foregoing Dedication & Deed of Public Rights-of-Way on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this _ day of _____, 20____.

My Commission No./Expiration:

NOTARY PUBLIC

Printed Name

My County of Residence:_____

EXHIBIT 'A'

Right-of-way description:

A part of Lot 24 in D. Wilkinson's Addition an addition to the City of Carmel, Hamilton County Indiana, as per plat thereof recorded in Plat Book 109, Page 173 Dated June 10th, 1876 found in the Office of the Recorder of Hamilton County, Indiana.

An Additional 1.0 foot of right-of-way to 3rd Street Carmel Indiana more particularly described as follows:

A strip of ground One (1.0) foot in width. Strip being measured at right angles to and parallel off the entire south line of said lot 24.
Containing 165 S.F. more or less.
Address: 310 1st Ave NE

April 16, 2026

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

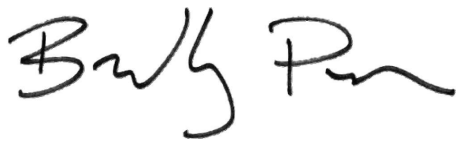
RE: RIGHT OF WAY DEDICATION – 425 1st AVE NE

Dear Board Members:

The property owners of the above referenced address have requested the Board approve a Dedication of Public Right of Way.

On behalf of the City of Carmel, I would like to thank the property owners for this Dedication of Right of Way. I recommend the Board accept and sign this document.

Sincerely,



Bradley Pease, P.E.
City Engineer

ATTACHMENT: DEDICATION DOCUMENTS

**FORM OF
DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY**

[As applicable: Tax Parcel No(s). 16-10-30-05-02.021.000]

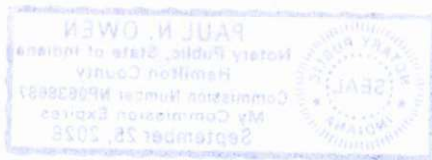
THIS INDENTURE WITNESSETH:

That Jeff and Kelly Waltman^{*} (the "Grantor"), the fee simple owner(s) of the real property depicted and described on the attached Exhibits A & B ("Property") incorporated herein by this reference, which Property is located in the City of Carmel, Hamilton County, State of Indiana, hereby grants, conveys and warrants in fee simple and with no reversionary rights whatsoever retained, all of Grantor's rights, title, and interest in the Property, to the City of Carmel, Indiana, an Indiana municipal corporation ("Grantee"), subject to all existing easements and rights-of-way of record, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

The undersigned represent and warrant that they are the fee simple owners of the Property; that Grantor has full capacity to convey the Property; that they have full authority to execute and deliver this instrument; that they are therefore, fully empowered to convey the Property to the City of Carmel, Indiana, and that on the date of execution of this Dedication and Deed of Public Rights-of-Way, they had full authority to so act; and that all necessary action for the making of this conveyance has been duly taken.

The Grantor assumes and agrees to pay real estate taxes and assessments on the Property for 2026 payable 2027 and all prior years. This obligation shall survive the conveyance of the Property and shall be enforceable by the Grantee in the event of any non-payment.

* aka Jeffrey Scott Waltman and Katheryn Cline Waltman



[Signature page to follow]

IN WITNESS WHEREOF, Grantor has executed this Instrument to be effective as of the 15 day of APRIL, 2026.

GRANTOR:

Jeffrey Scott Waltman
Signature

Printed: Jeffrey Scott Waltman

Katheryn Cline Waltman
Signature

Printed: Katheryn Cline Waltman

STATE OF IN)

COUNTY OF HAMILTON) SS:

Before me, the undersigned NOTARY PUBLIC, in and for said County and State, personally appeared JEFF AND KATHERYN (KELLY) WALTMAN* and N/A, who acknowledged executing the foregoing Dedication and Deed of Public Rights-of-Way as their voluntary act and deed.

* aka Jeffrey Scott Waltman and Katheryn Cline Waltman

Witness my hand and Notarial Seal this 15 day of APRIL, 2026.

My Commission No./Expiration:
9-25-28

My County of Residence:
HAMILTON

Paul N. Owen
Notary Public

Paul N. Owen
Printed

Grantee's Tax Mailing Address
and after recording return to:
City of Carmel
One Civic Square
Carmel, IN 46032



Pursuant to IC 36-2-11-15(b)(2), I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law – Sergey Grechuckhin

Prepared by: Sergey Grechuckhin, Transactions Chief, One Civic Square, Carmel, IN 46032



City of Carmel

BOARD OF PUBLIC WORKS & SAFETY

ACCEPTANCE OF DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY

WHEREAS, the foregoing Grantor having filed with the City of Carmel, Indiana, an Indiana municipal corporation ("City"), its Dedication and Deed of Public Rights-of-Way of certain real property ("Property") to the City for the purpose of establishing City rights-of-way;

WHEREAS, the City believes that said fee simple conveyance of the Property is desirable, necessary and in the City's best interests; and

NOW THEREFORE, the City, by and through its Board of Public Works and Safety, hereby accepts said Dedication and Deed, and orders that the Dedication and Deed of Public Rights-of-Way described herein be recorded in the Recorder's Office of Hamilton County, Indiana, and that the Property be, and the same hereby is, declared open and dedicated to the City.

SO ORDERED:

CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared JAMES BARLOW, LAURA CAMPBELL and ALAN POTASNIK, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and JACOB QUINN, Clerk of THE CITY OF CARMEL, who acknowledged the execution of the foregoing Dedication & Deed of Public Rights-of-Way on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this _ day of _____, 20____.

My Commission No./Expiration:

NOTARY PUBLIC

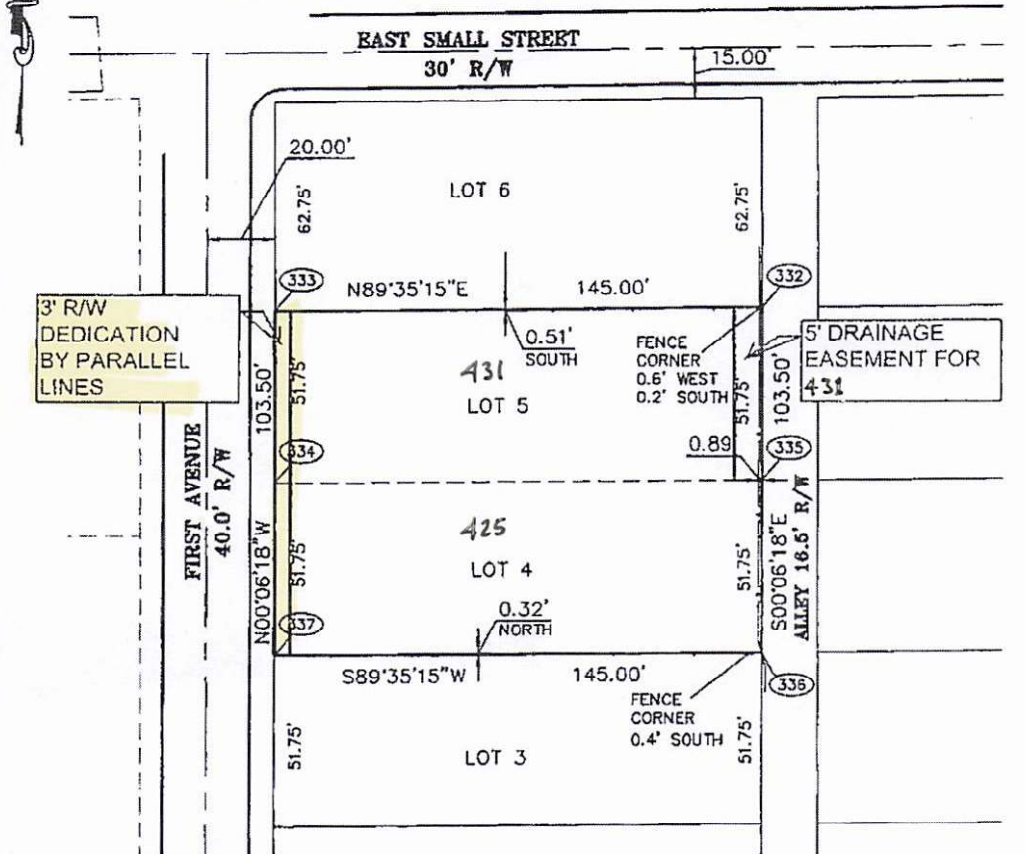
Printed Name

My County of Residence:_____

EXHIBIT A
[Depiction of Property]

RETRACEMENT SURVEY

LOTS #4 AND 5 IN C.W. WEIDLER'S ADDITION TO THE TOWN OF CARMEL CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA



LAND DESCRIPTION

LOTS #4 AND 5 IN C.W. WEIDLER'S SUBDIVISION TO THE CITY OF CARMEL, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF, RECORDED IN DEED RECORD 113, PAGE 36, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

LEGEND

R/W RIGHT OF WAY

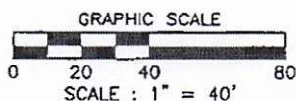
FLOOD ZONE DEFINITION

ZONE	EXPLANATION
"X"	AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.

THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM AS PER SCALED INTERPRETATION OF FLOOD RATE MAP #18057C 0207G AREA IN ZONE "X" MAP DATED NOVEMBER 19, 2014.

POINT INVENTORY

POINT #	REMARKS
332 333 334	5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING SET
335 336 337	



THIS SURVEY IS NOT COMPLETE AND/OR VALID WITHOUT BOTH PAGES.

PAGE 1 OF 2

R.L.S. LS20400007		4-22-2025	
DATE:		DATE:	
MILLER SURVEYING INC. 949 CONNER STREET NOBLESVILLE INDIANA 46060 PH. # (317) 773-2644 FAX 773-2694			
LOCATION: LOTS #4 AND 5 C.W. WEIDLER'S ADDITION CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA	DRAWN BY: LRL	CHK'D BY: KNA	
FIELD WORK COMPLETED: 4-14-25	SCALE: 1" = 40'	FIELD BOOK: D.C.	
CLIENT: PAUL OWEN	DATE: 4-22-2025	PAGE: D.C.	
DESCRIPTION: RETRACEMENT SURVEY	JOB NUMBER: B42012	SURVEY & FILE:	
		14	PHILIPS

RETRACEMENT SURVEY

LOTS #4 AND 5 IN C.W. WEIDLER'S ADDITION TO THE TOWN OF
CARMEL CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA

SURVEYOR'S REPORT

IN ACCORDANCE WITH TITLE 865, ARTICLE 1, CHAPTER 12 OF THE INDIANA ADMINISTRATIVE CODE (RULES FOR LAND SURVEYS IN INDIANA), THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE VARIOUS UNCERTAINTIES IN THE LOCATIONS OF THE LINES AND CORNERS ESTABLISHED THIS SURVEY AS A RESULT OF UNCERTAINTIES IN REFERENCE MONUMENTATION; IN RECORD DESCRIPTIONS AND PLATS; IN LINES OF OCCUPATION; AND AS INTRODUCED BY RANDOM ERRORS IN MEASUREMENT ("RELATIVE POSITIONAL ACCURACY"). THERE MAY BE UNWRITTEN RIGHTS ASSOCIATED WITH THESE UNCERTAINTIES. THE CLIENT SHOULD ASSUME THERE IS AN AMOUNT OF UNCERTAINTY ALONG ANY LINE EQUAL IN MAGNITUDE TO THE DISCREPANCY IN THE LOCATION OF THE LINES OF POSSESSION FROM THE SURVEYED LINES.

THERE MAY BE DIFFERENCES OF DEED DIMENSIONS VERSUS MEASURED DIMENSIONS ALONG THE BOUNDARY LINES SHOWN HEREON AND LIKEWISE, THERE MAY BE FOUND SURVEY MARKERS NEAR, BUT NOT PRECISELY AT, SOME BOUNDARY CORNERS. IN CASES WHERE THE MAGNITUDE OF THESE DIFFERENCES ARE LESS THAN THE RELATIVE POSITIONAL ACCURACY AND LESS THAN THE UNCERTAINTY IDENTIFIED FOR THE REFERENCE MONUMENTATION (DISCUSSED BELOW), THE DIFFERENCES MAY BE CONSIDERED INSIGNIFICANT AND ARE SHOWN ONLY FOR PURPOSES OF MATHEMATICAL CLOSURE. SUCH DIFFERENCES THAT ARE GREATER THAN THE RELATIVE POSITIONAL ACCURACY AND THE UNCERTAINTY IN REFERENCE MONUMENTATION SHOULD BE CONSIDERED WORTHY OF NOTICE AND ARE THEREFORE DISCUSSED FURTHER BELOW.

THIS SURVEY AND REPORT ARE BASED IN PART UPON OPINIONS FORMED IN ACCORDANCE WITH AN INDIANA LAND SURVEYOR'S RESPONSIBILITY TO CONDUCT A SURVEY IN ACCORDANCE WITH "LAW OR A PRECEDENT" (865 IAC 1-12-11(5), RULES OF THE INDIANA STATE BOARD OF REGISTRATION FOR LAND SURVEYORS). SINCE INDIANA HAS NO STATUTES ADDRESSING HOW TO RESOLVE BOUNDARY LINES, A SOLUTION BASED ON PRINCIPLES DERIVED FROM COMMON LAW PRECEDENT MUST BE RELIED UPON AS THE BASIS FOR A BOUNDARY RESOLUTION. UNLESS OTHERWISE NOTED OR DEPICTED HEREON, THERE IS NO EVIDENCE OF OCCUPATION ALONG THE PERIMETER LINES OF THE SUBJECT TRACT. ALL SURVEY MONUMENTS SET OR FOUND THIS SURVEY ARE FLUSH WITH EXISTING GRADE UNLESS OTHERWISE NOTED.

THE RELATIVE POSITIONAL ACCURACY (DUE TO RANDOM ERRORS IN MEASUREMENT) OF THE CORNERS OF THE SUBJECT TRACT ESTABLISHED THIS SURVEY DOES NOT EXCEED THAT ALLOWABLE FOR A SUBURBAN CLASS SURVEY (0.13 FEET PLUS 100 PPM) AS DEFINED IN IAC 865.

THE WITHIN SURVEY IS A RETRACEMENT SURVEY OF LOTS #4 AND 5 IN C.W. WEIDLER'S SUBDIVISION TO THE CITY OF CARMEL, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF, RECORDED IN DEED RECORD 113, PAGE 36, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA

BASIS OF BEARING: (ASSUMED BEARING) (SPC)

CONTROLLING MONUMENTS:

CONTROL ESTABLISHED BY THE SPLITTING OF CURBS:
SOUTH STREET - FIFTH STREET TO THE NORTH
FIRST AVENUE TO THE WEST

IN MY OPINION, THERE IS 0.3 FEET± OF UNCERTAINTY IN THE LOCATION OF THESE MONUMENTS.

1. POSSESSION TO THE WEST IS TO THE IMPROVEMENTS OF FIRST AVENUE.
POSSESSION TO THE NORTH AND EAST AND SOUTH IS TO EXISTING FENCE LINE.
2. THE ACCURACY OF ANY FLOOD HAZARD DATA SHOWN ON THIS REPORT IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION ON THE REFERENCED FLOOD INSURANCE RATE MAP. THE WITHIN DESCRIBED TRACT OF LAND LIES WITHIN FLOOD HAZARD ZONE "X" AS SAID TRACT PLOTS BY SCALE ON COMMUNITY PANEL NUMBER 18057C 0207G OF THE FLOOD INSURANCE RATE MAPS FOR HAMILTON COUNTY, INDIANA (MAPS DATED NOVEMBER 19, 2014).
3. OWNERSHIP INFORMATION INDICATED HEREON IS AS IDENTIFIED IN COUNTY RECORDS (4-8-2025).
4. THE SURVEY HEREIN DOES NOT PURPORT TO SHOW THE WATERSHED AREAS AFFECTING THE SUBJECT PARCELS NOR DOES IT PURPORT TO SHOW THE PRESENCE OR ABSENCE OF ALL REGULATED OR NON-REGULATED DITCHES OR DRAINS.
5. THE WITHIN PLAT AND SURVEY WERE PREPARED WITHOUT BENEFIT OF A CURRENT TITLE POLICY FOR THE SUBJECT TRACT OR THE ADJOINING TRACTS AND ARE THEREFORE SUBJECT TO ANY STATEMENT OF FACTS REVEALED BY EXAMINATION OF SUCH DOCUMENTS.

THIS SURVEY IS NOT COMPLETE AND/OR
VALID WITHOUT BOTH PAGES.

PAGE 2 OF 2

R.L.S. LS2040D607		4-22-2025 DATE:	
 MILLER SURVEYING INC. 948 CONNER STREET NOBLESVILLE INDIANA 48060 PH. # (317) 773-2644 FAX 773-2694			
LOCATION: LOTS #4 AND 5 C.W. WEIDLER'S ADDITION CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA		DRAWN BY: LRL	CHECK'D BY: KNA
FIELD WORK COMPLETED: 4-14-25		SCALE: 1" = 40'	FIELD BOOK: D.C.
CLIENT: PAUL OWEN		DATE: 4-22-2025	PAGE: D.C.
DESCRIPTION: RETRACEMENT SURVEY		JOB NUMBER: B42012	SURVEY # FILE: 14 PHILIPS

EXHIBIT B

**3-foot by parallel lines off of the entire west end of Lot Numbered four (4) in C.W. Weidler's Subdivision to the City of Carmel, IN Hamilton County, Indiana, as per plat thereof, recorded in Deed Record 113, Page 36, in the Office of the Recorder of Hamilton County, Indiana.
[Legal description of the Property]**

April 15, 2026

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

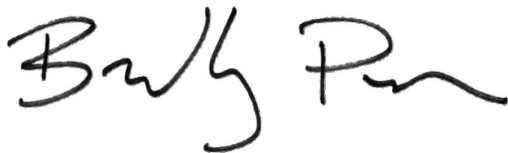
RE: RIGHT OF WAY DEDICATION – 431 1st AVE NE

Dear Board Members:

The property owners of the above referenced address have requested the Board approve a Dedication of Public Right of Way.

On behalf of the City of Carmel, I would like to thank the property owners for this Dedication of Right of Way. I recommend the Board accept and sign this document.

Sincerely,



Bradley Pease, P.E.
City Engineer

ATTACHMENT: DEDICATION DOCUMENTS

FORM OF
DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY - INDIVIDUALS
[As applicable: Tax Parcel No(s) 16-10-30-05-02-021.001]

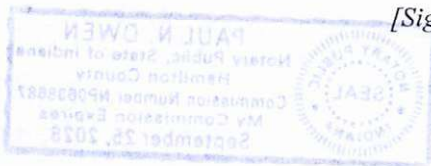
THIS INDENTURE WITNESSETH:

That Wedgewood Building Company, LLC (the "Grantor"), the fee simple owner(s) of the real property depicted and described on the attached Exhibits A & B ("Property") incorporated herein by this reference, which Property is located in the City of Carmel, Hamilton County, State of Indiana, hereby grants, conveys and warrants in fee simple and with no reversionary rights whatsoever retained, all of Grantor's rights, title, and interest in the Property, to the City of Carmel, Indiana, an Indiana municipal corporation ("Grantee"), subject to all existing easements and rights-of-way of record, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

The undersigned represent and warrant that they are the fee simple owners of the Property; that Grantor has full capacity to convey the Property; that they have full authority to execute and deliver this instrument; that they are therefore, fully empowered to convey the Property to the City of Carmel, Indiana, and that on the date of execution of this Dedication and Deed of Public Rights-of-Way, they had full authority to so act; and that all necessary action for the making of this conveyance has been duly taken.

The Grantor assumes and agrees to pay real estate taxes and assessments on the Property for 20²⁶ payable 20²⁷ and all prior years. This obligation shall survive the conveyance of the Property and shall be enforceable by the Grantee in the event of any non-payment.

[Signature page to follow]



IN WITNESS WHEREOF, Grantor has executed this Instrument to be effective as of the 15
day of APRIL, 2026.

GRANTOR:

[Signature]
Signature

Printed: GARY L. MCNUITT Managing Member

Signature

Printed: _____

STATE OF IN)

COUNTY OF HAMILTON) SS:

Before me, the undersigned NOTARY PUBLIC, in and for said County and State, personally appeared GARY L. MCNUITT and —, who acknowledged executing the foregoing Dedication and Deed of Public Rights-of-Way as their voluntary act and deed.

Witness my hand and Notarial Seal this 15 day of APRIL, 2026.

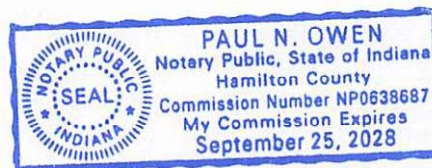
My Commission No./Expiration:
9-25-28

My County of Residence:
HAMILTON

[Signature]
Notary Public

Paul N. Owen
Printed

Grantee's Tax Mailing Address
and after recording return to:
City of Carmel
One Civic Square
Carmel, IN 46032



Pursuant to IC 36-2-11-15(b)(2), I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law – Sergey Grechuckhin

Prepared by: Sergey Grechuckhin, Transactions Chief, One Civic Square, Carmel, IN 46032



City of Carmel

BOARD OF PUBLIC WORKS & SAFETY

ACCEPTANCE OF DEDICATION & DEED OF PUBLIC RIGHTS-OF-WAY

WHEREAS, the foregoing Grantor having filed with the City of Carmel, Indiana, an Indiana municipal corporation ("City"), its Dedication and Deed of Public Rights-of-Way of certain real property ("Property") to the City for the purpose of establishing City rights-of-way;

WHEREAS, the City believes that said fee simple conveyance of the Property is desirable, necessary and in the City's best interests; and

NOW THEREFORE, the City, by and through its Board of Public Works and Safety, hereby accepts said Dedication and Deed, and orders that the Dedication and Deed of Public Rights-of-Way described herein be recorded in the Recorder's Office of Hamilton County, Indiana, and that the Property be, and the same hereby is, declared open and dedicated to the City.

SO ORDERED:

CITY OF CARMEL BOARD OF PUBLIC WORKS & SAFETY

Laura Campbell, Presiding Officer

Date: _____

James Barlow, Member

Date: _____

Alan Potasnik, Member

Date: _____

ATTEST:

Jacob Quinn, Clerk

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared JAMES BARLOW, LAURA CAMPBELL and ALAN POTASNIK, by me known, and by me known to be the Members of the City of Carmel Board of Public Works and Safety, and JACOB QUINN, Clerk of THE CITY OF CARMEL, who acknowledged the execution of the foregoing Dedication & Deed of Public Rights-of-Way on behalf of the City of Carmel, Indiana.

Witness my hand and Notarial Seal this _ day of _____, 20____.

My Commission No./Expiration:

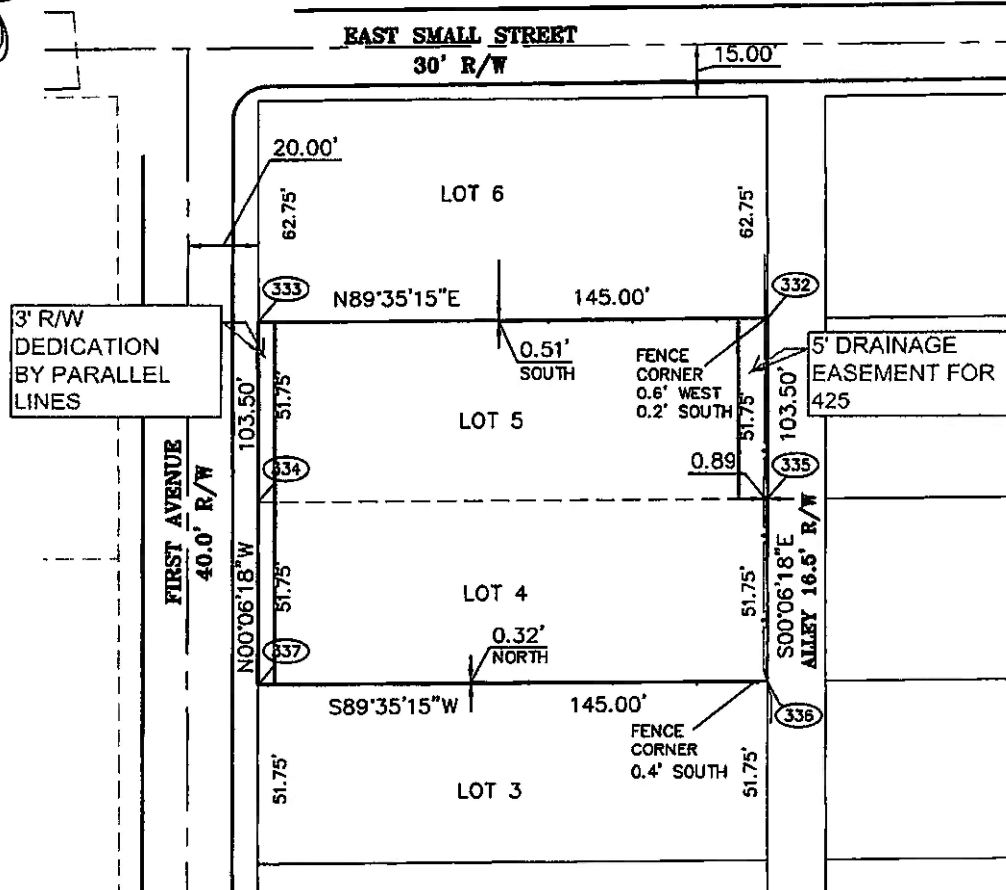
NOTARY PUBLIC

Printed Name

My County of Residence:_____

RETRACEMENT SURVEY

LOTS #4 AND 5 IN C.W. WEIDLER'S ADDITION TO THE TOWN OF
CARMEL CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA



LAND DESCRIPTION

LOTS #4 AND 5 IN C.W. WEIDLER'S SUBDIVISION TO THE CITY OF CARMEL, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF, RECORDED IN DEED RECORD 113, PAGE 36, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

LEGEND

R/W RIGHT OF WAY

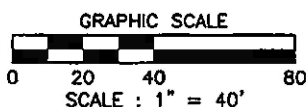
FLOOD ZONE DEFINITION

ZONE	EXPLANATION
"X"	AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.

THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM AS PER SCALED INTERPRETATION OF FLOOD RATE MAP #18057C 0207G AREA IN ZONE "X" MAP DATED NOVEMBER 19, 2014.

POINT INVENTORY

POINT #	REMARKS
332 333 334	5/8" IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING SET
335 336 337	



THIS SURVEY IS NOT COMPLETE AND/OR
VALID WITHOUT BOTH PAGES.

PAGE 1 OF 2

R.L.S. LS20400007		4-22-2025 DATE:	
MILLER SURVEYING INC. 948 CONNER STREET NOBLESVILLE INDIANA 46060 PH. # (317) 773-2644 FAX 773-2694			
LOCATION: LOTS #4 AND 5 C.W. WEIDLER'S ADDITION CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA		DRAWN BY: LRL	CHK'D BY: KNA
FIELD WORK COMPLETED: 4-14-25		SCALE: 1" = 40'	FIELD BOOK: D.C.
CLIENT: PAUL OWEN	DATE: 4-22-2025	PAGE: D.C.	
DESCRIPTION: RETRACEMENT SURVEY	JOB NUMBER: B42012	SURVEY 4 FILE:	14 PHILIPS

RETRACEMENT SURVEY

LOTS #4 AND 5 IN C.W. WEIDLER'S ADDITION TO THE TOWN OF
CARMEL CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA

SURVEYOR'S REPORT

IN ACCORDANCE WITH TITLE 865, ARTICLE 1, CHAPTER 12 OF THE INDIANA ADMINISTRATIVE CODE (RULES FOR LAND SURVEYS IN INDIANA), THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE VARIOUS UNCERTAINTIES IN THE LOCATIONS OF THE LINES AND CORNERS ESTABLISHED THIS SURVEY AS A RESULT OF UNCERTAINTIES IN REFERENCE MONUMENTATION; IN RECORD DESCRIPTIONS AND PLATS; IN LINES OF OCCUPATION; AND AS INTRODUCED BY RANDOM ERRORS IN MEASUREMENT ("RELATIVE POSITIONAL ACCURACY"). THERE MAY BE UNWRITTEN RIGHTS ASSOCIATED WITH THESE UNCERTAINTIES. THE CLIENT SHOULD ASSUME THERE IS AN AMOUNT OF UNCERTAINTY ALONG ANY LINE EQUAL IN MAGNITUDE TO THE DISCREPANCY IN THE LOCATION OF THE LINES OF POSSESSION FROM THE SURVEYED LINES.

THERE MAY BE DIFFERENCES OF DEED DIMENSIONS VERSUS MEASURED DIMENSIONS ALONG THE BOUNDARY LINES SHOWN HEREON AND LIKEWISE, THERE MAY BE FOUND SURVEY MARKERS NEAR, BUT NOT PRECISELY AT, SOME BOUNDARY CORNERS. IN CASES WHERE THE MAGNITUDE OF THESE DIFFERENCES ARE LESS THAN THE RELATIVE POSITIONAL ACCURACY AND LESS THAN THE UNCERTAINTY IDENTIFIED FOR THE REFERENCE MONUMENTATION (DISCUSSED BELOW), THE DIFFERENCES MAY BE CONSIDERED INSIGNIFICANT AND ARE SHOWN ONLY FOR PURPOSES OF MATHEMATICAL CLOSURE. SUCH DIFFERENCES THAT ARE GREATER THAN THE RELATIVE POSITIONAL ACCURACY AND THE UNCERTAINTY IN REFERENCE MONUMENTATION SHOULD BE CONSIDERED WORTHY OF NOTICE AND ARE THEREFORE DISCUSSED FURTHER BELOW.

THIS SURVEY AND REPORT ARE BASED IN PART UPON OPINIONS FORMED IN ACCORDANCE WITH AN INDIANA LAND SURVEYOR'S RESPONSIBILITY TO CONDUCT A SURVEY IN ACCORDANCE WITH "LAW OR A PRECEDENT" (865 IAC 1-12-11(5)), RULES OF THE INDIANA STATE BOARD OF REGISTRATION FOR LAND SURVEYORS). SINCE INDIANA HAS NO STATUTES ADDRESSING HOW TO RESOLVE BOUNDARY LINES, A SOLUTION BASED ON PRINCIPLES DERIVED FROM COMMON LAW PRECEDENT MUST BE RELIED UPON AS THE BASIS FOR A BOUNDARY RESOLUTION. UNLESS OTHERWISE NOTED OR DEPICTED HEREON, THERE IS NO EVIDENCE OF OCCUPATION ALONG THE PERIMETER LINES OF THE SUBJECT TRACT. ALL SURVEY MONUMENTS SET OR FOUND THIS SURVEY ARE FLUSH WITH EXISTING GRADE UNLESS OTHERWISE NOTED.

THE RELATIVE POSITIONAL ACCURACY (DUE TO RANDOM ERRORS IN MEASUREMENT) OF THE CORNERS OF THE SUBJECT TRACT ESTABLISHED THIS SURVEY DOES NOT EXCEED THAT ALLOWABLE FOR A SUBURBAN CLASS SURVEY (0.13 FEET PLUS 100 PPM) AS DEFINED IN IAC 865.

THE WITHIN SURVEY IS A RETRACEMENT SURVEY OF LOTS #4 AND 5 IN C.W. WEIDLER'S SUBDIVISION TO THE CITY OF CARMEL, IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF, RECORDED IN DEED RECORD 113, PAGE 36, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA

BASIS OF BEARING: (ASSUMED BEARING) (SPC)

CONTROLLING MONUMENTS:
CONTROL ESTABLISHED BY THE SPLITTING OF CURBS:
SOUTH STREET - FIFTH STREET TO THE NORTH
FIRST AVENUE TO THE WEST

IN MY OPINION, THERE IS 0.3 FEET± OF UNCERTAINTY IN THE LOCATION OF THESE MONUMENTS.

1. POSSESSION TO THE WEST IS TO THE IMPROVEMENTS OF FIRST AVENUE.
POSSESSION TO THE NORTH AND EAST AND SOUTH IS TO EXISTING FENCE LINE.
2. THE ACCURACY OF ANY FLOOD HAZARD DATA SHOWN ON THIS REPORT IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION ON THE REFERENCED FLOOD INSURANCE RATE MAP. THE WITHIN DESCRIBED TRACT OF LAND LIES WITHIN FLOOD HAZARD ZONE "X" AS SAID TRACT PLOTS BY SCALE ON COMMUNITY PANEL NUMBER 18057C 0207G OF THE FLOOD INSURANCE RATE MAPS FOR HAMILTON COUNTY, INDIANA (MAPS DATED NOVEMBER 19, 2014).
3. OWNERSHIP INFORMATION INDICATED HEREON IS AS IDENTIFIED IN COUNTY RECORDS (4-8-2025).
4. THE SURVEY HEREIN DOES NOT PURPORT TO SHOW THE WATERSHED AREAS AFFECTING THE SUBJECT PARCELS NOR DOES IT PURPORT TO SHOW THE PRESENCE OR ABSENCE OF ALL REGULATED OR NON-REGULATED DITCHES OR DRAINS.
5. THE WITHIN PLAT AND SURVEY WERE PREPARED WITHOUT BENEFIT OF A CURRENT TITLE POLICY FOR THE SUBJECT TRACT OR THE ADJOINING TRACTS AND ARE THEREFORE SUBJECT TO ANY STATEMENT OF FACTS REVEALED BY EXAMINATION OF SUCH DOCUMENTS.

THIS SURVEY IS NOT COMPLETE AND/OR
VALID WITHOUT BOTH PAGES.

PAGE 2 OF 2

R.L.S.		LS20400007		4-22-2025	
				DATE:	
 MILLER SURVEYING INC. 948 CONNER STREET NOBLESVILLE INDIANA 46060 PH. # (317) 773-2644 FAX 773-2694					
LOCATION: LOTS #4 AND 5 C.W. WEIDLER'S ADDITION CLAY TOWNSHIP, HAMILTON COUNTY, INDIANA		DRAWN BY: LRL	CHK'D BY: KNA		
FIELD WORK COMPLETED: 4-14-25		SCALE: 1" = 40'	DATE: 4-22-2025	FIELD BOOK: D.C.	PAGE: D.C.
CLIENT: PAUL OWEN		JOB NUMBER	SURVEY + FILE:		
DESCRIPTION: RETRACEMENT SURVEY		B42012	14 PHILIPS		

EXHIBIT B

3-foot by parallel lines off of the entire west end of Lot Numbered five (5) in C.W. Weidler's Subdivision to the City of Carmel, IN Hamilton County, Indiana, as per plat thereof, recorded in Deed Record 113, Page 36, in the Office of the Recorder of Hamilton County, Indiana.

April 28, 2026

Board of Public Works and Safety
One Civic Square
Carmel, Indiana 46032

RE: WAIVER OF BPW RESOLUTION NO. 04-28-17-01 – DUKE ENERGY -VARIOUS LOCATIONS

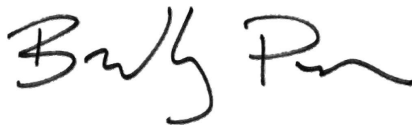
Dear Board Members:

Duke Energy is requesting a waiver from the City's Buried Utility District requirements (BPW Resolution No. 04-28-17-01) to install utility poles in various locations (exhibits attached). The work is to maintain existing aerial facilities and includes replacement of 5 existing poles and 2 new poles installed in line with the existing spans.

The Department of Engineering, in review of the proposed requested waiver, has determined that the waiver is valid and recommends approval of the waiver conditioned upon the following:

- The project's contractor shall comply with the provisions of Carmel City Code 6-227(a)(1), 6-227(a)(8) and 6-227(b).
- Any damage to the existing improvements within the right of way of and City of Carmel roadway shall be restored to the satisfaction of the City when work is completed.
- Access to all adjoining properties shall be maintained at all times.
- The petitioner shall be responsible for coordinating relocation of all utility lines attached to the poles and complete removal of any retired or replaced poles.
- The petitioner acknowledges that this waiver is for the items described above only.
- The petitioner acknowledges that the approval of this waiver does not guarantee approval of any future waiver requests for this or any other project.

Sincerely,



Bradley Pease, P.E.
City Engineer

USP: HOMEPLACE (430) CIRCUIT 1244 (12.47/7.2 KV)
1) RECLOSER ON POLE 087-106
2) SUBSTATION HOMEPLACE (430) 1244 NEAR 1329 E 111TH ST
CARMEL, IN 46280

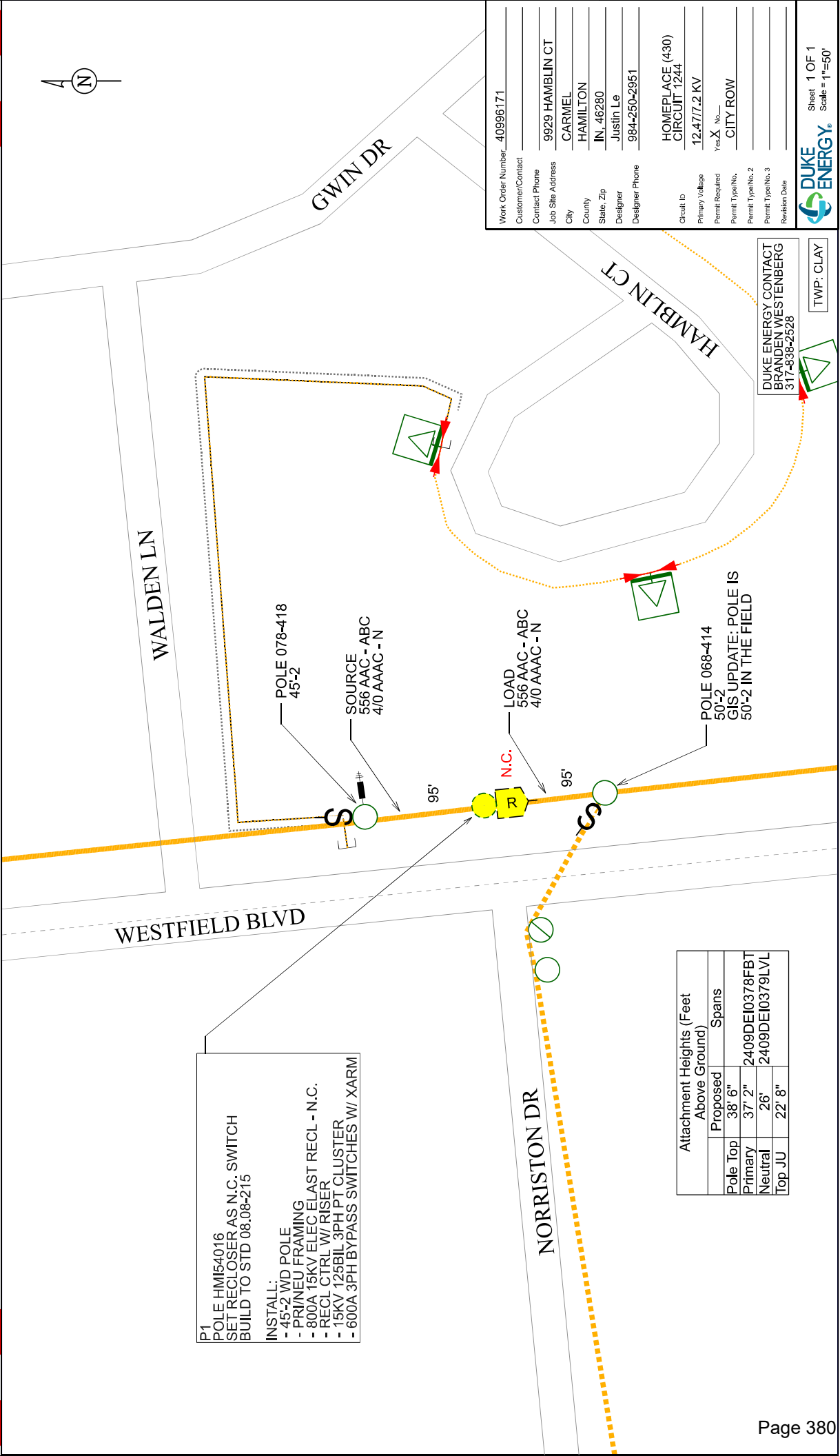


Safety Reminders / Adverse Conditions
P1 IS A N.C. POINT
TRAFFIC FLAGGING REQUIRED

Work Zone General Comments:



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



P1
POLE HMI54016
SET RECLOSER AS N.C. SWITCH
BUILD TO STD 08.08-215

INSTALL:
- 45'-2 WD POLE
- PRI/NEU FRAMING
- 800A 15KV ELEC ELAST RECL - N.C.
- RECL CTRL W/ RISER
- 15KV 125BIL 3PH PT CLUSTER
- 600A 3PH BYPASS SWITCHES W/ XARM

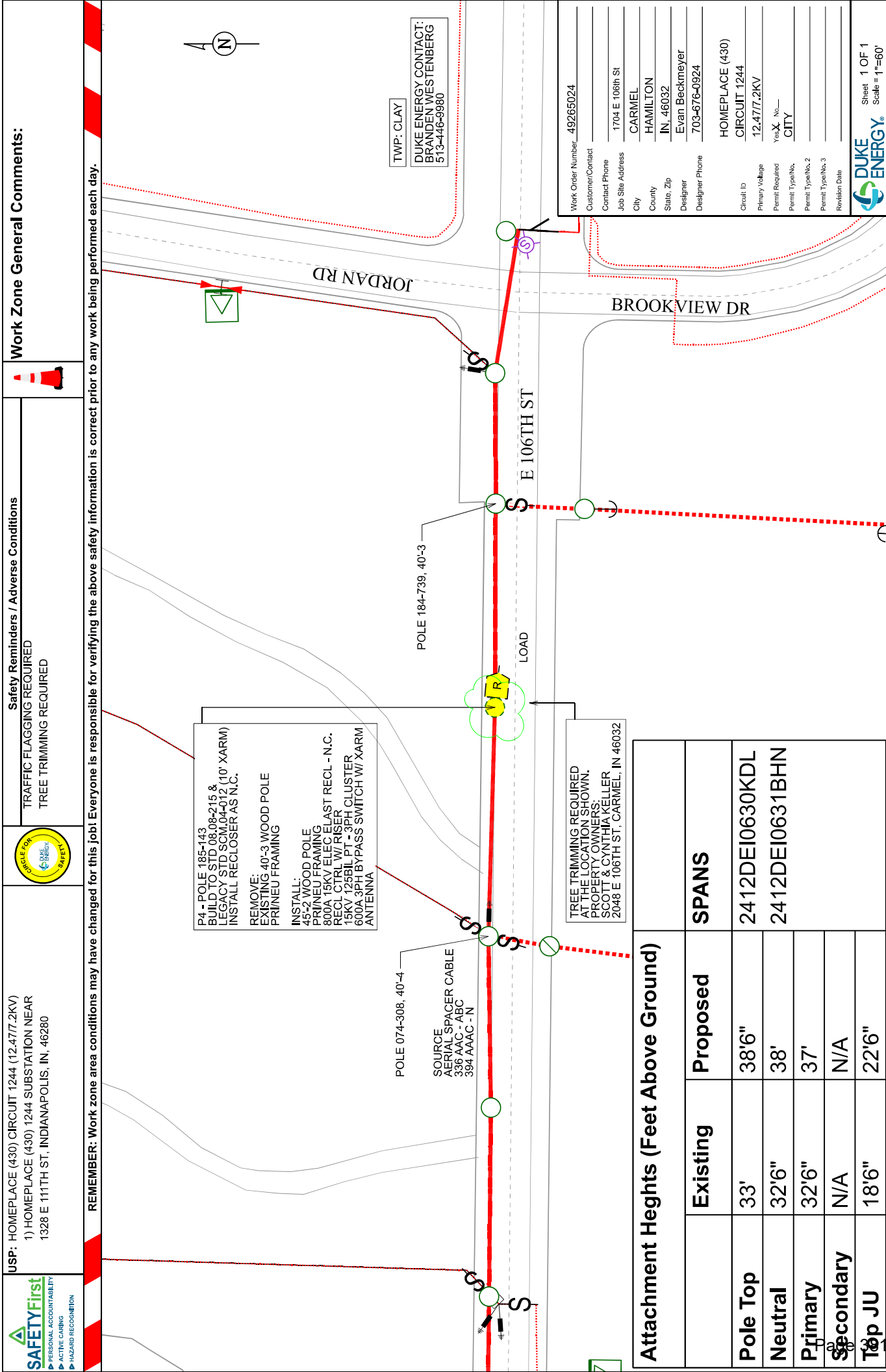
Attachment Heights (Feet)		Spans	
Above Ground		Proposed	Existing
Pole Top	38' 6"	37' 2"	2409DEI0378FBT
Primary	26'	22' 8"	2409DEI0379LVL
Neutral			
Top JU			

DUKE ENERGY CONTACT
BRANDEN WESTENBERG
317-838-2528

TWP: CLAY

Work Order Number	40996171
Customer/Contact	
Contact Phone	
Job Site Address	9929 HAMBLIN CT
City	CARMEL
County	HAMILTON
State, Zip	IN, 46280
Designer	Justin Le
Designer Phone	984-250-2951
Circuit ID	HOMEPLACE (430) CIRCUIT 1244
Primary Voltage	12.47/7.2 KV
Permit Required	Yes ☒ No ☐
Permit Type/No.	CITY ROW
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	



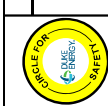


Work Zone General Comments:

Safety Reminders / Adverse Conditions

TRAFFIC FLAGGING REQUIRED

TREE TRIMMING REQUIRED



USP: HOMEPLACE (430) CIRCUIT 1244 (12.477.2KV)

1) HOMEPLACE (430) 1244 SUBSTATION NEAR 1328 E 111TH ST, INDIANAPOLIS, IN, 46280

SAFETYFirst

PERSONAL ACCOUNTABILITY

ACTIVE CARING

HAZARD RECOGNITION

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

Attachment Heights (Feet Above Ground)		SPANS	
	Existing	Proposed	
Pole Top	33'	38'6"	2412DEI0630KDL
Neutral	32'6"	38'	2412DEI0631BHN
Primary	32'6"	37'	
Secondary	N/A	N/A	
Top JU	18'6"	22'6"	

USP: HOMEPLACE (430) CIRCUIT 1244 (12.47/7.2 KV)
(1) RECLOSER ON POLE 087-106
(2) HOMEPLACE (430) SUB NEAR:
1328 E 111TH ST, INDIANAPOLIS, IN, 46280



Safety Reminders / Adverse Conditions
1: TRAFFIC FLAGGING REQ.

Work Zone General Comments:



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



WINDPUMP WAY

SOURCE: 556 AAC-ABC
NEU: 4/0 ACSR

POLE HMI-7378
(50'-2)

LOAD

93'

P2
POLE HMI-54062
STD 03-11-103 & 08-08-215
INSTALL N.C. RECL PROGRAMMED AS SECTIONALIZER
INSTALL:
-POLE-WD-50-C2
-PRI/NEU FRAMING
-800A 15KV ELEC ELAST RECL N.C.
-RECL CTRL W/ RISER
-15KV 125BIL 3PH PT CLUSTER
-600A 3PH BYPASS SWITCHES W/ XARM

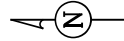
93'

POLE HMI-7377
(50'-2)

LOAD

WESTFIELD BLVD

MORNINGSTAR LN



Attachment Heights (Feet Above Ground)			SPANS
Pole Top	Existing	Proposed	
Primary	NA	43'	
Neutral		41'8"	
Secondary		30'6"	
Top JU		NONE	
			2409DEI0219ZAO
			2409DEI0215ATT
			2409DEI02108HN
			2409DEI0202FBT
			2409DEI0218LVL

Work Order Number	49265056
Customer/Contact	
Contact Phone	
Job Site Address	9855 Westfield Blvd
City	CARMEL
County	HAMILTON
State, Zip	IN, 46032
Designer	Connor Berohn
Designer Phone	703-664-4827
Circuit ID	HOMEPLACE (430)
Primary Voltage	CIRCUIT 1244
Permit Required	12.47/7.2 KV
Permit Type/No.	Yes ☒ No ☐
Permit Type/No. 2	CITY
Permit Type/No. 3	
Revision Date	

TWP: CLAY
DUKE ENERGY CONTACT:
BRANDEN WESTENBERG
PHONE: 513-446-9980

Sheet 1 OF 1
Scale = 1"=50'

USP: HOMEPAGE (430) 1244 (12.47/7.2KV)
1) RECLOSER 087-106
2) HOMEPAGE (430) 1244 SUBSTATION
@ 1328 E 111TH ST, CARMEL, IN, 46280

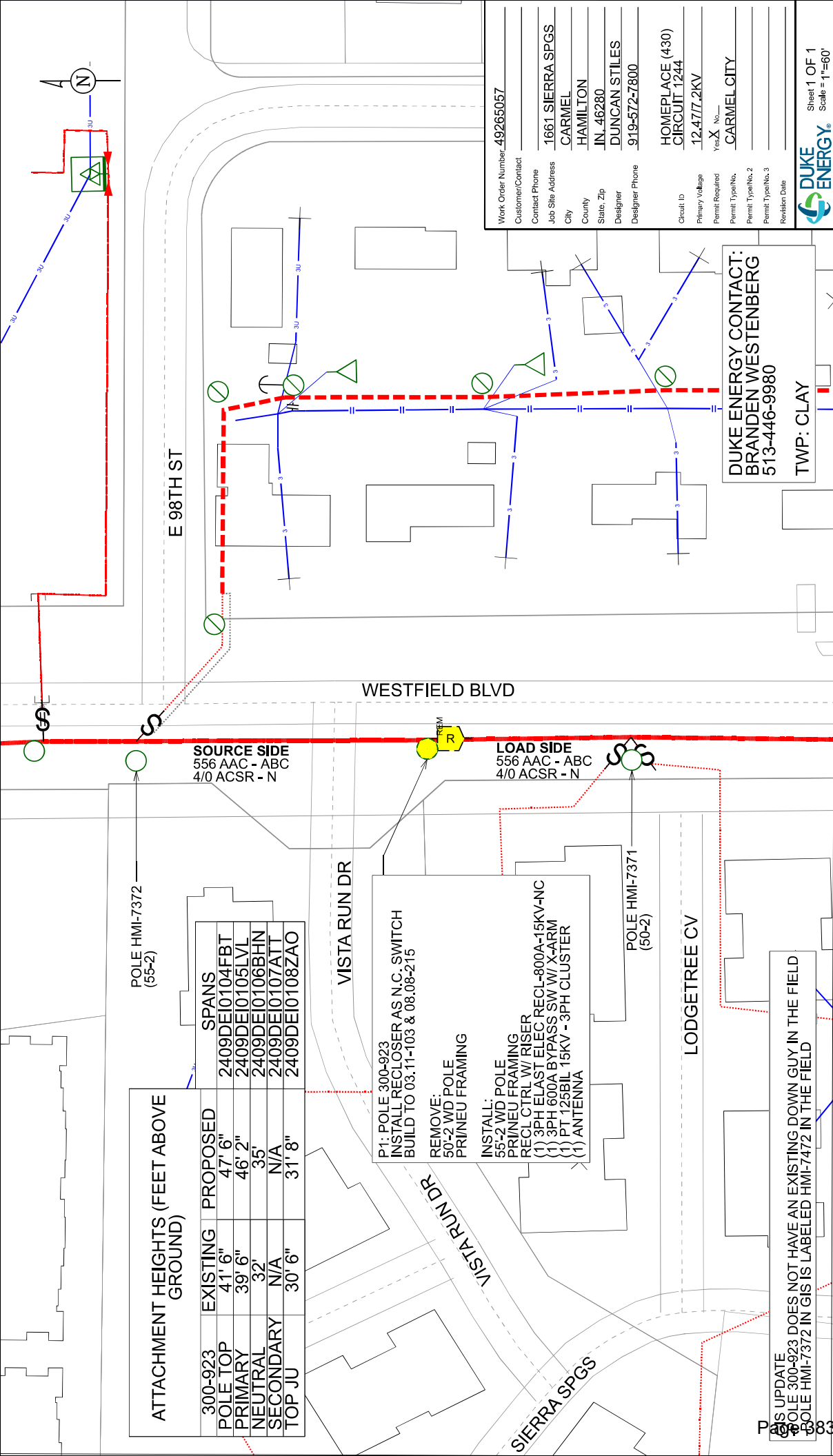


Safety Reminders / Adverse Conditions
TRAFFIC FLAGGING REQUIRED

Work Zone General Comments:



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



ATTACHMENT HEIGHTS (FEET ABOVE GROUND)

300-923	EXISTING	PROPOSED	SPANS
POLE TOP	41' 6"	47' 6"	2409DEI0104FBT
PRIMARY	39' 6"	46' 2"	2409DEI0105LVL
NEUTRAL	32"	35"	2409DEI0106BHN
SECONDARY	N/A	N/A	2409DEI0107ATT
TOP JU	30' 6"	31' 8"	2409DEI0108ZAO

P1: POLE 300-923
INSTALL RECLOSER AS N.C. SWITCH
BUILD TO 03.11-103 & 08.08-215

REMOVE:
50'-2 WD POLE
PRINEU FRAMING

INSTALL:
55-2 WD POLE
PRINEU FRAMING
RECL CTRL W/ RISER
(1) 3PH ELAST ELEC RECL-800A-15KV-NC
(1) 3PH 600A BYPASS SW W/ X-ARM
(1) PT 125BIL 15KV - 3PH CLUSTER
(1) ANTENNA

DUKE ENERGY CONTACT:
BRANDEN WESTENBERG
513-446-9980
TWP: CLAY

Work Order Number	49265057
Customer/Contact	1661 SIERRA SPGS
Contact Phone	CARMEL
Job Site Address	HAMILTON
City	IN, 46280
County	DUNCAN STILES
State, Zip	919-572-7800
Designer	HOMEPAGE (430)
Designer Phone	CIRCUIT 1244
	12.47/7.2KV
Circuit ID	Yes X No
Primary Voltage	Permit Required
Permit Type/No.	Permit Type/No. 2
Permit Type/No. 3	Revision Date
Revision Date	

POLE 300-923 DOES NOT HAVE AN EXISTING DOWN GUY IN THE FIELD
POLE HMI-7372 IN GIS IS LABELED HMI-7472 IN THE FIELD



PERSONAL ACCOUNTABILITY
ACTIVE CARING
HAZARD RECOGNITION

USP: HOMEPLACE (430) CIRCUIT 1244 (12.47/7.2 KV)
1) SUBSTATION HOMEPLACE (430) NEAR 1328 E 111TH ST, CARMEL, IN 46280

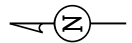
WORK ORDER FOR
DUKE ENERGY
SAFETY

Safety Reminders / Adverse Conditions

P1 ISA N.C. POINT
TRAFFIC FLAGGING IS REQUIRED

Work Zone General Comments:

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

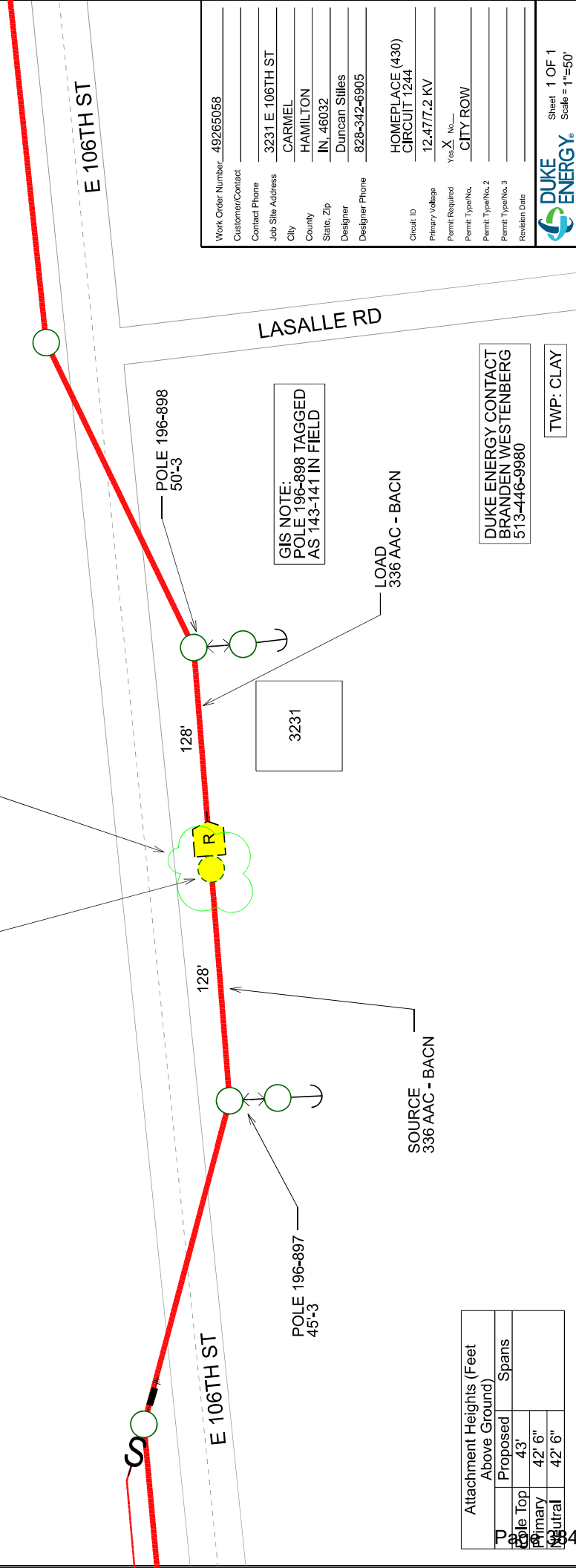


P1 - PROPOSED POLE HMI54709
BUILD TO STD 08-08-215 & LEGACY STD SCM.04-012 (10' XARM)
INSTALL RECLOSER AS N.C. SECTIONALIZER

INSTALL:

- 50'-2 WD POLE
- PR/NEU FRAMING
- 800A 15KV / ELEC ELAST RECL - N.C.
- RECL CTRL W/ RISER
- 15KV 125BIL 3PH P CLUSTER
- 600A 3PH BYPASS SWITCHES W/ ARM
- ANTENNA

VEGETATION NOTE:
- TREE TRIMMING WILL BE NEEDED IN THE AREA SHOWN HERE
- PROPERTY OWNER: DIANE LAUDERBAUGH
@ 3221 E 106TH ST, CARMEL, IN, 46033



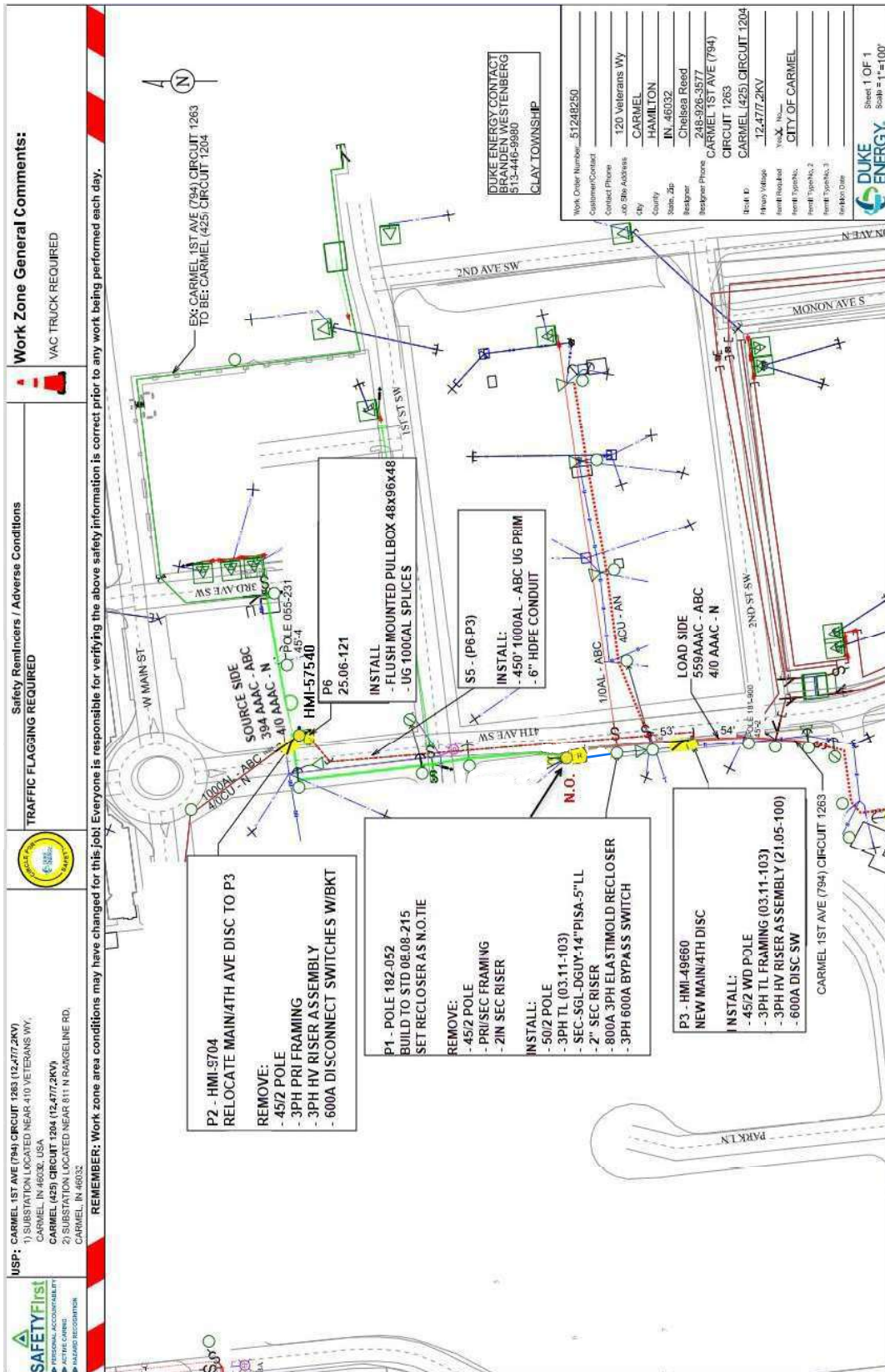
Attachment Heights (Feet Above Ground)		
Pole Top	Proposed	Spans
43'		
Primary	42' 6"	
Neutral	42' 6"	

DUKE ENERGY CONTACT
BRANDEN WESTENBERG
513-446-9980

TWP: CLAY

Work Order Number	49265058
Customer/Contact	
Contact Phone	
Job Site Address	3231 E 106TH ST
City	CARMEL
County	HAMILTON
State, Zip	IN, 46032
Designer	Duncan Stiles
Designer Phone	828-342-6905
Circuit ID	HOMEPLACE (430) CIRCUIT 1244
Primary Voltage	12.47/7.2 KV
Permit Required	Yes ☒ No ☐
Permit Type/No.	CITY ROW
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	

Sheet 1 OF 1
Scale = 1"=50'



Page 386 of 386